

NETWORK HARDWARE MAINTENANCE SERVICE AGREEMENT**BY AND BETWEEN****SOLID SYSTEMS CAD SERVICES, INC.****AND****QUEENS BOROUGH PUBLIC LIBRARY**

Solid Systems CAD Services, Inc. ("SSCS") agrees to maintain and replace the hardware or equipment listed on the schedule that was made part of the solicitation by the Queens Borough Public Library (the "Library"), collectively referred to as the "Parties". SSCS agrees to complete perform work and provide services under this Agreement subject to the standard terms and conditions enumerated below and contained in the Invitation to Bid #0216-3 for Network Hardware Maintenance, attached hereto and made a part hereof as Attachment A, and SSCS's Bid Submission that is dated March 7, 2016, attached hereto and made a part hereof as Attachment B. Response time is four (4) hours with the following coverage:

Work Schedule:	Monday through Sunday	24x7x4 and 8x5xNBD
Contact:	Mark Trahan	
Telephone:	713.554.5338	
Electronic Mail (E-Mail):	mark.trahan@sscs.com	
Commencement Date:	July 1, 2016	
Total Dollar Amount:	\$66,037.20	

Terms & Conditions

Term & Termination of Agreement

The term of this Agreement shall be for one (1) year, commencing on July 1, 2016, and expiring on June 30, 2017 (the "Term"). Commencement of the Term shall be subject to and contingent upon the Library's receipt of "E-Rate Funding".

The Library may terminate this Agreement for any reason with thirty (30) days' written notice. In the event of any breach of the terms of this Agreement by SSCS, the Library shall have, in addition to any other recourse, the right to terminate this Agreement upon no less than ten (10) days' written notice to SSCS, by certified mail, return receipt requested. In either instance, SSCS shall be reimbursed for any expenditure incurred for any satisfactory work completed under this Agreement prior to the date of termination. Notwithstanding the above, SSCS shall not be relieved of any liability to the Library for damages sustained by the Library by virtue of any breach of this Agreement by SSCS. The Library may withhold any payment to SSCS until such time as the exact amount of damages incurred by the Library and owed by SSCS is determined by the Library.

Fees & Payment

SSCS shall be paid a fee of sixty six thousand, thirty-seven dollars and twenty cents (\$66,037.20) (the "Fee"), for the services described herein. SSCS shall submit an itemized and detailed invoice specifying the services rendered to the Library. The Library shall then review and if acceptable, make payment within thirty (30) days of accepting such an invoice. In conjunction with payment requests, SSCS is responsible for providing all supporting documentation as required by the Library.

The Library's payment of any invoice shall not preclude the Library from making claims for adjustments on any items found not to have been in accordance with the General Contract Provisions in the Invitation to Bid, Attachment A, and the specific requirements of this Agreement, with any conflict between the provisions contained in these Terms & Conditions and any of those at Attachment A, resolved in favor of these Terms & Conditions.

Maximum Dollar Amount

The total cost for the services described herein shall not exceed the Fee (\$66,037.20).

Scope of Work

SSCS shall provide basic maintenance services of eligible network equipment that includes, without limitation, installation, repair and upkeep of eligible hardware, basic technical support, and configuration changes. The Invitation to Bid contains a list of all eligible network equipment covered under the maintenance service, and is enumerated more fully at "Attachment B" to that Invitation to Bid.

All support services shall be available 24x7x4 on an as-needed basis.

All replacement items for the eligible network equipment list shall be CISCO parts or equivalent.

Personnel

SSCS shall provide sufficient service personnel, as necessary, to meet contractual obligations.

Any SSCS staff assigned to perform work under this Agreement must have the proper legal certifications and experience, as required.

The Library shall have the authority to instruct SSCS to remove undesirable personnel from performance of work under this Agreement for just cause. The Library's decision to request removal of any of SSCS's personnel or the Library's refusal to approve the assignment of any of SSCS's personnel from performance of work shall be made by the Library in writing. Personnel so removed shall be replaced as specified herein, and the Library's decision shall be final in all cases.

SSCS hereby agrees to defend, indemnify, and hold harmless the Library, its trustees, officers, employees, and affiliates, harmless from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of the operations performed or services provided by SSCS under this Agreement.

Confidentiality & Non-Disclosure

SSCS agrees that information obtained pertaining to the Library's operations, technical processes, customer data, marketing strategies, trade secrets, technology enhancements, methods and procedures, and all other non-public information, whether or not protected or capable of being protected by patent, copyright, trademark or any other intellectual property laws, whether in an oral, written, electronic, graphic or machine-readable form, or any other digitally transmittable format ("Confidential Information") shall be considered proprietary. Disclosure of Confidential Information, irrespective of the form in which it is obtained, handled, used, or disseminated, shall be prohibited without the express, written authorization of the Library.

Quiet Enjoyment

Installations and repairs shall be performed in a manner so as to minimize interruption to the Library public service operations.

Execution of Work

Standard of Work: SSCS shall perform any and all work under this Agreement with best efforts or the highest standard acceptable in the library industry, whichever is greater. SSCS shall comply with all federal, state, and local laws, if any, governing the services provided. All work performed shall be subject to inspection and approval by the Library.

Timeliness of Performance: SSCS understands that prompt performance of all scope requirements is required by the Library without delay in order to meet its schedules and commitments. In the event that any anticipated or actual delays in meeting the Library's deadlines or scheduled completion dates are caused by the unacceptable performance of SSCS, SSCS shall provide additional resources in order to complete the project in a timely manner at no charge to the Library. Both SSCS and the Library shall be responsible for delays caused by their own fault or negligence.

Bankruptcy

In the event that SSCS becomes insolvent or files for bankruptcy, within seven (7) days of filing for bankruptcy or becoming insolvent, SSCS shall provide notice to the Library in writing of said event and shall provide a copy of any documentation reflecting its insolvency or intent to file for bankruptcy including, but not limited to, the petition for bankruptcy, which shall include the case docket number, the full name of the parties involved, any and all potential creditors, and the date of the filing.

SSCS's Obligations

During the Term of this Agreement, SSCS hereby agrees to:

- Replace the hardware listed herein if such hardware becomes inoperable or damaged. Any hardware or equipment replaced by SSCS shall automatically become part of the work provided under this Agreement for the Term of this Agreement, unless mutually agreed to by the parties in a signed writing;
- Perform corrective or remedial maintenance on an on-call, as-needed basis during the Call Window. Such work will commence within four (4) Call Window hours, with replacements to be made within twenty four (24) hours. If a request for maintenance is received outside of the Call Window, it is deemed received at the start of the next Call Window;
- Perform all obligations in accordance with the time frames set forth herein. SSCS further agrees that any unreasonable delay, irrespective of whether it is caused by a third party, or nonperformance resulting from failure to replace parts as scheduled, shall constitute a material breach of this Agreement; and
- Replace all defective, damaged or inoperable components without charge to the Library, upon receiving a service call. The removed part shall become the property of SSCS, whereas the replacement part shall become the property of the Library. Reconditioned components may be used, but SSCS shall notify the Library of its intention to use a reconditioned part prior to so doing.

The Library's Obligations

The Library represents that it owns or leases the equipment, which is currently in good working order, or is authorized to include it in this Agreement. During the Term of this Agreement, the Library agrees that, as an express condition of its services, the Library will:

- Immediately advise SSCS of any problems with the equipment; and
- Provide SSCS, in a timely manner, with the following:
 - Field change orders released and made available to the Library;
 - Field support to resolve hardware problems that are, in our opinion, software related; and
 - Maintenance documentation and diagnostic software for the equipment.

Extent of Maintenance

SSCS will not be obligated to provide services under this Agreement if:

- The Library is in default of this Agreement;
- The request for service was not, in the reasonable judgment of the Library, due to an equipment problem, but rather was caused by another source, such as software, system or program designs, or the Library's failure to provide service and maintenance as otherwise required herein;
- The repair results from accident, neglect, misuse, incorrect site environmental conditions, electrical failure or other causes resulting from anything other than the normal and proper use; and
- The Library has allowed someone other than SSCS to maintain, repair or alter the equipment.

Guarantee

SSCS shall provide a two (2) year guarantee against defects in materials, equipment or work upon completion of installation, replacement, and acceptance, as applicable. SSCS, with the understanding that all replacements shall carry the same guarantee as the original equipment, shall replace any materials or work, which is or becomes defective during the guarantee period. Such replacement shall be made immediately upon receiving notification from the Library.

Representations, Warranties, and Affirmations

SSCS represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. SSCS makes such representations and warranties to induce the Library to enter into this Agreement and the Library relies upon such representations and warranties in the execution of this Agreement.

For a breach or violation of such representations or warranties, the Library shall have the right to annul this Agreement without liability, entitling the Library to recover all monies paid hereunder and SSCS shall not make claim for, or be entitled to recover, any sum or sums due under this Contract. This remedy, if effected, shall not constitute the sole remedy afforded the Library for falsity or breach, nor shall it constitute a waiver of the Library's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

Conflict of Interest

SSCS represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. SSCS represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by or connected with SSCS. No trustee, officer or employee of the Library shall participate in any decision relating to the Contract which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

The Library's Conflicts of Interest Policy is applicable to work performed under this Agreement and shall be applicable to any subcontractors authorized to perform work, labor or services pursuant to this Agreement and further, it shall be the duty and responsibility of SSCS to so inform its respective subcontractors.

Fair Practices

SSCS and each person signing on behalf of SSCS represents, warrants, and certifies, under penalty of perjury, that to the best of its knowledge and belief:

- The prices in this Agreement have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition;
- Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal submitted by SSCS have not been knowingly disclosed by SSCS prior to the proposal opening, directly or indirectly, to any competitor; and
- No attempt has been made or will be made by SSCS to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The fact that SSCS (1) has published price lists, rates, or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or

revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid, does not, in itself, constitute a disclosure within the meaning of the above.

Affirmations

SSCS affirms and declares that it has not been declared not responsible, or disqualified, by any agency of the City of New York or the State of New York, nor is there any proceeding pending relating to the responsibility or qualification of SSCS to receive public contracts.

Waiver

The failure by either SSCS or the Library to exercise any right provided for herein, shall not be deemed a waiver of any right hereunder.

Enforceability

If any of the provisions of this Agreement are held invalid or deemed unenforceable, then that invalid or unenforceable provision shall be disregarded without impact to the enforceability of the remaining provisions.

Work Schedule

SSCS shall provide support on a 24x7x4 basis, and 8x5xNBD adhere to the Support Schedule described in the Invitation to Bid.

Subcontractors and Assignment

SSCS shall not subcontract any part of the work under this Agreement without first requesting the same in writing and receiving prior, written approval from the Library.

SSCS shall not assign this Agreement or any of the obligations entered into hereunder, to any other party without first obtaining written authorization from the Library.

No subcontract or assignment shall, under any circumstance, relieve SSCS of its obligations or liabilities under this Agreement.

Escalation Procedure

SSCS can, and shall, escalate to manufacturer support service in the event that a repair cannot be achieved within a mutually agreed upon timeframe.

Confidentiality/Security

SSCS agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, SSCS under this Contract. SSCS agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Library. SSCS agrees to maintain the

confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that SSCS uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other personal identifying information, SSCS shall utilize best practices (e.g., encryption of electronic records) to protect the confidentiality of such data.

SSCS shall provide notice to the Library within three (3) days of the discovery by SSCS of any breach of security of any data, encrypted or otherwise, in use by SSCS that contains social security numbers or other personal identifying information, where such breach of security arises out of the acts or omissions of SSCS or its employees, subcontractors, or agents. Upon the discovery of such security breach, SSCS shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Library of such steps. In the event of such breach of security, without limiting any other right of the Library, the Library shall have the right to withhold further payments under this Contract for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The Library shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measures. The Library shall provide SSCS with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the Library's discretion, or if monies remaining to be earned or paid under this Contract are insufficient to cover the costs detailed above, SSCS shall pay directly for the costs, detailed above, if any.

SSCS shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. SSCS agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Contract.

At the request of the Library, SSCS shall return to the Library any and all confidential information in the possession of SSCS or its subcontractors.

A breach of this Section shall constitute a material breach of this Contract for which the Library may terminate this Contract for cause. The Library reserves any and all other rights and remedies in the event of unauthorized disclosure.

Insurance Requirements

This Agreement shall not be executed and SSCS shall not commence work until all insurance has been obtained as required and such insurance has been reviewed and approved by the Library's Director of Risk Management. Please forward all original insurance documentation to:

Office of the General Counsel
Queens Borough Public Library

89-11 Merrick Blvd.
Jamaica, NY 11432

SSCS must procure, prior to commencement of work under this Agreement, and maintain until all work is completed and there has been final acceptance by the Library of all work within the scope of this Agreement, insurance of the kinds and in the amounts specified herein:

- All insurance required by this Agreement shall be obtained at the sole cost and expense of SSCS.
- All insurance required by this Agreement shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the Library, with an A.M. Best rating of "A" or better.
- All insurance required by this Agreement shall be primary to any Library insurance policy, which shall be excess and non-contributory. No claims-made policies will be accepted.
- SSCS shall require that any approved sub-SSCSs carry insurance with the same limits and provisions set forth herein, except for the Library's / SSCS's Protective Liability Policy, if required.
- SSCS shall furnish the Library with Certificate(s) of Insurance on ACORD Form 25 (2001/08) for each insurance carrier involved. Such Certificate(s) shall be executed by a duly authorized representative of the insurance carrier, certifying such authorization and showing compliance with the Library's insurance requirements set forth herein.
- If insurance policies utilized for the Library's projects contain Deductibles or Self-Insured Retentions (SIRs), they must be declared as such with applicable levels on the Insurance Certificate(s) of Insurance. The Library has the option to accept or reject the Deductibles or SIRs, or to impose additional security or other requirements, in view of the Library's preference that insurance policies utilized for the Library's projects have no Deductibles or SIRs.
- SSCS shall provide certified copies of the declarations pages or of the insurance policies themselves, upon request by the Library, within twenty (20) days of such request.
- Failure of the Library to demand such certificates, policies, endorsements, or other evidence of full compliance with these insurance requirements, or failure of the Library to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of SSCS's obligation to maintain such insurance.
- Failure to maintain the required insurance and provide proof of such coverage to the Library may, in the Library's sole discretion, result in termination of this Agreement, or in delay or stoppage of payments.
- If SSCS fails to maintain the required insurance, the Library shall have the right, but not the obligation, to purchase said insurance at SSCS's expense. SSCS agrees that all premiums, costs, and expenses associated with such purchase, or the recovery of those purchase amounts by the Library, shall be deducted from

SSCS's payments under this Agreement, or by any other lawful means, including deduction from any current or future contract with the Library.

- By requiring insurance, the Library does not represent that certain coverage and limits will necessarily be adequate to protect SSCS, and such coverage and limits shall not be deemed a limitation on SSCS's liability under the indemnities granted to the Library under any provision of this Agreement.

SSCS shall require any sub-SSCS(s) of the trade SSCS to provide all of the insurance requirements prior to commencement of work as listed in this section.

The types of insurance required by Library are described below:

- **Commercial General Liability** - SSCS shall maintain Commercial General Liability (CGL) with no less than the limits and coverage indicated below. CGL insurance shall cover liability arising from premises, operations, independent SSCSs, products / completed operations, personal injury, advertising injury, and contractual liability. The General Aggregate shall apply separately to the subject matter (Project) of the Agreement, and SSCS shall provide an appropriate Project Endorsement, using ISO Form CG 25 03 11 85 or its equivalent, to The Library for this purpose.

GCL Limits / Coverages:

(1)	Each Occurrence Limit:	\$1,000,000
(2)	General Aggregate:	\$2,000,000
(3)	Products / Completed Operations Aggregate:	\$2,000,000
(4)	Personal / Advertising Injury Liability:	\$1,000,000
(5)	Fire Damage Legal Liability:	\$ 100,000
(6)	Medical Expense:	\$ 5,000

- **Commercial Umbrella Liability** SSCS shall maintain Commercial Umbrella Insurance (Umbrella) with no less than the following limits: \$2,000,000 each occurrence.

- **Business Auto Liability** SSCS shall maintain Business Automobile Liability coverage, with no less than a \$1,000,000 Combined Single Limit, which shall cover liability arising out of any motor vehicle, whether owned, hired, or non-owned.

If the Agreement involves removing hazardous waste from the project site, or the project involves environmental exposures, pollution liability coverage equivalent to that provided under the ISO Broadened Pollution Liability Coverage for Covered Autos endorsement (CA 9948) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

- **Workers' Compensation** SSCS shall provide and maintain statutory Workers' Compensation / Employer's Liability / Disability Benefits Law coverage during the

life of this Agreement for all of SSCS's employees to be engaged in work under the contract and, if such work is sublet, the contract shall require sub-SSCS(s) to maintain similar coverage for all of the employees required to be covered under such laws.

"The Queens Borough Public Library and the Queens Borough Public Library Board of Trustees" shall be named as Additional Insureds, using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent. The preceding language inside of quotation marks should be entered in the "Description of Operations" part of the form showing coverage under the General Liability policy and the Umbrella policy as required.

This insurance, including the Umbrella policy, as required, shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to or maintained by the Library.

SSCS and its sub-SSCS(s) shall waive all rights against the Library and its agents, officers, trustees, directors, and employees, for recovery of damages to the extent these damages are covered by the CGL policy, the Business Auto Policy, and the Umbrella policy, as required.

A copy of every required Endorsement shall be furnished to Library.

SSCS shall provide a copy of these Library Basic Insurance Requirements to its insurance producer(s) and insurance carrier(s).

If SSCS believes that a specific condition or coverage does not in any respect apply to SSCS's performance under the Agreement, or cannot be obtained by SSCS, SSCS must:

- Identify that condition(s) or coverage(s);
- Indicate the reasons why the condition(s) or coverage(s) cannot be satisfied; and
- Provide and explain its proposed alternatives, if any.

The Library reserves the right to adjust insurance requirements as necessary and with thirty (30) days, written notice.

In addition to the insurance requirements specified above, SSCS shall procure and maintain all other insurance coverage as required by Federal, State or local laws, and shall procure and maintain insurance in accordance with the requirements of the City of New York, as applicable.

A performance bond and a payment bond (the "bonds") covering faithful performance of the work and payment obligations arising hereunder shall be furnished by SSCS for all projects with a cost that exceeds five hundred thousand dollars (\$500,000). The cost of the bonds shall be included in the cost of the work. However, the cost of the bonds shall not be included in the computations of SSCS's fee. The amount of each bond shall be equal to the contract price set forth in Article 4. Such bonds shall be issued by a surety company authorized to do business in New York reasonably satisfactory to the Library. An attorney-in-fact who executes the bonds on behalf of the surety shall affix to the bonds a certified and current copy of the power of attorney and the surety shall affix to the bonds a certified and current financial statement. The bonds shall be furnished no later than three (3) business days following the date of execution of this Agreement. The bonds shall be delivered to the Library:

Office of the General Counsel
Queens Borough Public Library
89-11 Merrick Boulevard
Jamaica, New York 11432

SSCS shall not commence work under this Agreement until all insurance and bonds specified herein have been obtained as required and such insurance and bonds have been approved by the Library.

Indemnification

SSCS hereby agrees to defend, indemnify and hold harmless the Library and the Queens Borough Public Library Board of Trustees from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of the operations performed or services provided by SSCS under the contract. Insofar as the facts and law relating to any claim would preclude the Library from being completely indemnified by SSCS, (a) the Library shall be partially indemnified by SSCS, or (b) where the claim arises from an injury to SSCS's employee(s), SSCS shall be liable to the Library under this Agreement for partial or complete indemnification or contribution to the fullest extent provided by law.

In addition to the indemnity provisions set forth in the Hold Harmless Certificate executed by SSCS and submitted with its Bid, SSCS shall also defend, indemnify, and save the Library, its employees, agents and servants (collectively, the "Indemnitees"), harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including without limitation, court costs and reasonable attorney's fees and disbursements, that may be imposed upon, or incurred by, or asserted against, any of the Indemnitees by reason of any following:

- **Acts or Failure to Act.** Any act or failure to act on the part of SSCS or any of its respective partners, joint ventures, officers, shareholders, directors, agents, SSCSs, servants, employees, licensees or invitees;
- **Accidents, Injury to Person or Property.** Any accident, bodily injury (including death at any time resulting therefrom) or damage to any person or property occurring in connection with the use and operation of equipment;
- **Lien or Claim Against Equipment.** Any Lien or claim that may be alleged to have been imposed or arisen as a result of this Project, or any Lien or claim created or permitted to be created by SSCS, its partners, joint venturers, officers, shareholders, directors, agents, SSCSs, servants, employees, licensees, or invitees against any assets of, or funds appropriated by the Library from the City, or any liability that may be asserted against the City with respect thereto; and
- **Default of SSCS.** Any failure on the part of SSCS to keep, observe, and perform any of the terms, covenants or conditions on SSCS's part to be kept, observed or performed under this Agreement, and any other of Transactional Documents.

The obligations under this section shall not be affected in any way by the absence of insurance coverage or by the failure or refusal of any insurance carrier to perform an obligation on its part.

Notwithstanding the foregoing, no Indemnatee shall be so indemnified and saved harmless to

the extent that such liabilities or the like are caused by the gross negligence or intentional misconduct of the Indemnitee.

The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Notification of Injury and Loss

In the event of an occurrence, SSCS shall provide written notice to the following within twenty four (24) hours of the occurrence:

- Queens Borough Public Library
ATTN: Chauncie Brooks
89-11 Merrick Blvd.
Jamaica, New York 11432;
- Queens Borough Public Library
Lawrence Vedilago, Director of Risk Management
89-11 Merrick Blvd.
Jamaica, New York 11432;
- Queens Borough Public Library
Office of the General Counsel
89-11 Merrick Blvd.
Jamaica, New York 11432; and
- SSCS's commercial general liability insurance carrier, and any other insurance carrier, as applicable.

SSCS's notice to its insurance carrier must expressly specify, "This notice is being given on behalf of the Queens Borough Public Library as an additional insured, as well as [SSCS] as named insured." Within three (3) days following the delivery of notice to SSCS of the occurrence of any such loss, damage or injury to work, persons or property, or any accidents, SSCS shall make a full and complete report of such occurrence, in writing, to the Library's Chief Operating Officer and General Counsel.

Notice to the Library shall specify (1) the name of the project undertaken by SSCS; (2) the identification number of this Agreement; (3) the date of the incident; (4) the location of the incident (street address and borough); (5) the identity of the persons or things injured, damaged or lost; and (6) the name of the insurance carrier that issued the commercial general liability insurance policy pursuant to this Agreement.

Independent Contractor

SSCS acknowledges that it is solely an independent contractor. SSCS further acknowledges that it is not an employee of the Library, and is not entitled to any employment rights or benefits from Library. SSCS shall not be supervised by the Library. The Library shall not be responsible for payment of

workers' compensation, disability benefits, unemployment insurance or for withholding or paying employment related taxes for SSCS. In the event that any federal, state or local government agency, any court or other applicable entity determines that SSCS is an employee of the Library for any purpose, SSCS agrees to indemnify and hold the Library harmless from all liabilities, costs and expenses (including, but not limited to, attorneys' fees) associated with such determination.

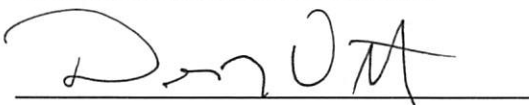
Forum Selection

This Agreement shall be governed by and construed under the laws of the State of New York, except for its conflict of laws principles. The Contractor consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained either in state courts located within Queens County in the State of New York, or a federal court holding jurisdiction over Queens County, New York that is located within the City of New York. Contractor consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. The Parties hereby expressly waive and relinquish all rights that it otherwise has to dismiss on grounds of forum non conveniens and to change venue to a New York State Court not located within Queens County in the State of New York.

Complete Agreement

This Agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified orally. This Agreement may only be modified in writing executed by authorized representatives of both Parties. This Agreement supersedes any and all prior or contemporaneous oral or written agreements.

QUEENS BOROUGH PUBLIC LIBRARY



By: Dennis M. Walcott

Title: President & CEO

Date: 4/27/16

SOLID SYSTEMS CAD SERVICE, INC.



By: Mark Havens

Title: Vice President of Sales & Marketing

Date: 4/26/2016

EIN: 76-0255712



ATTACHMENT A



INVITATION TO BID

Network Hardware Maintenance
Bid No. 0216-3

AUTHORIZED AGENCY CONTACT PERSON

Bidders are advised that the Authorized Library Contact Person for all matters concerning this Invitation for Bids is:

Name: Cristina Polychronopoulos
Address: Queens Borough Public Library
Attention: Purchasing Department
89-11 Merrick Blvd, 2nd Floor
Jamaica, NY 11432

Telephone #: 718-990-8684
Email Address: Cristina.Polychronopoulos@queenslibrary.org

All questions and requests for additional information concerning this IFB shall be directed to the Authorized Library Contact Person.

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I. TIMETABLE

Release Date of this Invitation for Bids : February 17, 2016

Question Submission Deadline: March 1, 2016

Bid Due Date, Time, and Location:

Due Date: March 11, 2016
Submission Deadline: 2pm
Location: Queens Borough Public Library
Attention: Purchasing Department
89-11 Merrick Blvd, 2nd Floor
Jamaica, NY 11432

Bids shall be submitted by mail or hand-delivery. E-mailed or faxed bids will not be accepted by the Library. ***Bidders making submissions via hand delivery must stop at the main security desk with proper I.D. to obtain a visitors pass.***

Bids received at this Location after the Bid Due Date and Time are late and will not be accepted. The Library may consider requests made to the Authorized Library Contract Person to extend the Bid Due Date and Time prescribed above. However, unless the Library issues a written addendum to this Solicitation which extends the Bid Due Date and Time for all Bidders, the Bid Due Date and Time prescribed above shall remain in effect.

II. GENERAL CONDITIONS

A. Introduction

1. The Queens Borough Public Library is a Not-For-Profit corporation under contract with the City of New York, not a City Agency. The Queens Library is an IRS Code 501(c)3 corporation and is not subject to Federal, State, or City sales tax. The Library executes its own purchase orders for contractual work. The Library executes its own purchase orders for contractual work and **is exempt from all State and Local Sales Tax and filing fees.**
2. This Bid Specification, which includes the General Conditions, Scope of Work, Specific Contract Provisions (if any), all project Schedules (if any), all Addenda (if any), the Technical Specifications (if any), Attachments / Drawings (if any), Price Schedules (if any) and the Bid Proposal submission sheets shall constitute the basis for the formal contract to be executed between Contractor(s) and the Library after issuance of a Notice of Award. Upon receipt of a notice of award a formal contract shall be forwarded to the successful bidder for signature prior to commencement of work.

B. Jurisdiction / Choice of Law

3. This Agreement shall be governed by and construed under the laws of the State of New York, except for its conflict of laws principles.
4. The Contractor consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts located within Queens County in the State of New York, and Contractor consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. The Contractor hereby expressly waives and relinquishes all rights that it otherwise has to dismiss on forum non conveniens ground, and to change venue to a New York State Court not located within Queens County in the State of New York. The Contractor also expressly waives and relinquishes any right it has to transfer a cause of action to a Federal Court located outside the City of New York.

C. Term / Contract Duration

5. The Term of the Network Hardware Maintenance Contract shall be one (1) year, commencing on July 1, 2016 and expiring on June 30, 2017. Commencement of the Term shall be subject to and contingent upon the Library's receipt of E-Rate funding.

D. Pricing

6. Contractor shall complete the Bid Pricing Sheet in accordance with the Bid Pricing Sheet Specifications (see page 14), which shall be inclusive of all requested pricing.
7. The price(s) submitted on the Bid Pricing Sheet shall be net and must include all delivery and handling charges as applicable, unless otherwise required by the Library. **In addition, pricing submitted shall be held firm for the period of time that the Schools and Library Corporation will award the e-rate funding, with at least 12 months from the time of the e-rate funding award, to purchase and install the above equipment.**
8. The Library reserves the right to purchase the items listed by item, section or as a whole, or in its discretion, to reject any or all items requested as part of this solicitation.

E. Payment

9. Payment will be made by the Library, within thirty (30) days of acceptance of a properly itemized invoice. In conjunction with payment requests, Contractor is responsible for providing all supporting documentation as required by the Library.
10. The Library's payments of any invoices shall not preclude the Library from making claims for adjustments on any items found not to have been in accordance with the General Contract Provisions in this Solicitation and the specific requirements of an Agreement with the Library.

III. Bidding Process

12. The entire bid submission document, which includes the Bid Pricing Sheet, Equipment List, Acknowledgement of Addenda, References, Hold Harmless Agreement and Non-Collusive Bidding Certification, along with any other documents or attachments required under this Specification, shall be submitted together as described in section I.
13. The sealed envelope should be marked "**Sealed Bid # Spec. # 0216-3 Network Hardware Maintenance Contracts**" and endorsed on its face with the name of the person, firm or corporation making such proposal, with date of mailing/presentation. **The Bid may be deemed non-responsive for failure to comply with all contract terms and conditions including submission of all required documents/certifications.**

14. **This BID is due no later than 2 p.m. on Friday, March 11, 2016. At 2 p.m.**
15. Formal contract execution between the Library and the winning Bidder shall be completed in a timely manner following the award process.
16. Bidder shall submit the following documents with the bid: (i) a copy of an updated New York State Business Registration Certificate (ii) three (3) references for work of the same general character as that specified herein, (iii) reference to applicable certification(s) as required, and (iv) the name of a bank or other financial institution regarding the financial responsibility of the bidder (see Bid Submission Form).
17. If additional information is required regarding the bid process or bidding documents, please contact **Ms. Cristina Polychronopoulos, Procurement Coordinator**, at 718-990-8684 or cpolychronopolous@queenslibrary.org, who will direct questions of a technical nature regarding the specification to the appropriate Library or Information Technology Department (ITD) staff member. The Library may elect to issue addenda during the bid process to clarify or modify the bid documents.

IV. Acknowledgment of Addenda

18. The Acknowledgment of Addenda form (Attachment C) serves as the Bidder's acknowledgment of receipt of addenda to this IFB, which may have been issued by the Library prior to the Bid Due Date and Time, as set forth in the Timetable above. The Bidder should complete this form as instructed on the form.

APPENDIX I –GENERAL CONTRACT PROVISIONS

A. BASIS OF AWARD

1. Contracts will be awarded to the lowest responsive and responsible bidders. The Library reserves the right to split the awards between two or more contractors, or make no award, as will best promote the public interest, taking into consideration the reliability of the contractors, quality of the services, equipment or supplies to be furnished, their conformity with the specifications, the purposes for which

required and the terms of delivery, installation, scheduling or other performance of the work.

2. The Library reserves the right to accept this Bid by item, section, or as a whole, or in its discretion to reject all responses. Also reserved is the right to reject, for cause, any Bid responses in whole or in part, to waive technical defects, qualifications, irregularities and *omissions* if in its judgment the best interests of the Library will be served.
3. The contract shall not commence until E-rate funding has been committed from the Schools and Library Corporation in part or whole to cover the S&L percentage of the cost.
4. In addition to the provisions outlined in subsection I of this Solicitation, this Award is subject to a mutually agreeable contract, fully executed by the parties. However, the Contract will not be binding upon the Library, unless the Library receives approval from the Schools and Library Corporation and confirmation that universal service discount fund has committed funding for this Contract.

B. PRICING

5. The pricing submitted with Bidder's response, shall be net and must include all Bidder's labor, equipment (if any), development costs, overhead, profit, delivery, training, and installation charges.
6. All pricing shall remain the same for the duration of the contract.

C. SCOPE OF WORK

7. Contractor shall thoroughly examine and be familiar with the equipment, Scope of Work, and all requirements of the IFB. The failure or omission of any Contractor to fully review the Scope of Work shall in no way relieve the Contractor from any obligations with respect to performance of the contract and the contemplated work therein.

D. PERSONNEL

8. Contractor shall provide sufficient service personnel, as necessary, to meet contractual obligations.
9. Any staff of Contractor assigned to perform work under this Contract must have the proper legal certifications and experience, as required.
10. The Library shall have the authority to instruct the Contractor to remove undesirable personnel from performance of work on this contract for just cause. The Library's decision to request removal of any of Contractor's personnel or the Library's refusal to approve the assignment of any of Contractor's personnel from performance of work shall be made by the Library in writing. Personnel so removed shall be replaced as specified herein. The Library's decision shall be final in all cases.
11. Contractor hereby agrees to defend, indemnify, and hold harmless the Library, its officers, employees and affiliates, and the Queens Borough Public Library Board of Trustees and its officers, harmless from and against any and all liability, loss, damage, claim or action, to the extent permissible by Law, arising out of the operations performed or services provided by the Contractor under the contract.

E. CONFIDENTIALITY & NON-DISCLOSURE

12. Contractor agrees that, information obtained pertaining to Queens Library operations, technical processes, customer data, marketing strategies, trade secrets, technology enhancements, methods and procedures, and all other information non-public information, whether or not protectable by patent, copyright, or trademark infringement or other intellectual property laws, whether in an oral, written, electronic, graphic, or machine-readable form, or any other digitally transmittable format ("Confidential Information") are considered proprietary. Disclosure of Confidential Information and/or proprietary information, whether in any form (oral, written, electronic, or other machine-readable or digitally recognizable format) is prohibited, without the express written authorization of the Queens Library.

F. QUIET ENJOYMENT

13. Installations and repairs shall be performed in a manner so as to minimize interruption to Library public service operations.

G. EXECUTION OF WORK

14. Standard of Work: All work shall be performed to the highest standard acceptable in the Library industry. Contractor shall comply with all Federal, State, and local laws, if any, governing the services provided.
15. Timeliness of Performance: Proposer understands that prompt performance of all scope requirements is required by the Library without delay in order to meet its schedules and commitments. In the event that any anticipated or actual delays in meeting the Library's deadlines or scheduled completion dates are caused by the unacceptable performance of Contractor, Contractor shall provide additional resources, at no charge to the Library, in order to complete the project in a timely manner. Neither party, however, shall be responsible for any delays that are not due to such party's fault or negligence or that could not have reasonably been foreseen.
16. All work performed shall comply with contract requirements and shall be subject to inspection and approval by the Library.

H. PAYMENT

17. Payment will be made by the Library, as indicated in Section (E)(10) of this Solicitation. In conjunction with payment requests, Contractor is responsible for providing all supporting documentation as required by the Library.
18. The Library's payments of any invoices shall not preclude the Library from making claims for adjustments on any items found not to have been in accordance with the General Contract Provisions in this Solicitation and the specific requirements of an Agreement with the Library.

I. BANKRUPTCY

19. In the event that the Contractor becomes insolvent and/or files for bankruptcy, within seven (7) days of the filing for bankruptcy or becoming insolvent, the Contractor shall provide notice to the Library in writing of said event and shall provide a copy of any documentation reflecting its insolvency or intent to file for bankruptcy including, but not limited to, the petition for bankruptcy which shall include the case docket number, the full name of the parties involved, potential creditors, and the date of the filing.

J. TERMINATION OF AGREEMENT

20. Upon termination of a contract for any reason, entered into after issuance of a notice of award, all records, reports, and operating and maintenance manuals shall be brought up to date and turned over to the Library before final payment is made.
21. The Library may terminate its contract with Contractor for any reason with thirty (30) days written notice. In the event of any breach of the terms of an Agreement with the Library by the Contractor, the Library shall have, in addition to any other recourse, the right to terminate the contract upon no less than ten (10) days written notice to the Contractor, by certified mail return receipt requested. In either instance, the Contractor shall be reimbursed for the expenditure(s) incurred for any satisfactory work completed under the contract prior to the date of termination.
22. Notwithstanding the above, the Contractor shall not be relieved of any liability to the Library for damages sustained by the Library for virtue of any breach of a contract by the Contractor, and the Library may withhold any payment to the Contractor until such time as the exact amount of damages due the Library from the Contractor is determined.

K. INSURANCE REQUIREMENTS

23. An Agreement shall not be executed and the Contractor shall not commence work until all insurance has been obtained as required and such insurance has been reviewed and approved by the Library's Director of Risk Management. All original insurance documentation shall be forwarded to:

**Cristina Polychronopoulos
Purchasing Coordinator
Queens Borough Public Library
89-11 Merrick Blvd.
Jamaica, NY 11432**

24. Contractor must procure, prior to commencement of work under this Bid / agreement, and maintain until project completion, and final acceptance by the Library of all work within the scope of the contract, insurance of the kinds and in the amounts specified below:
 - a. All insurance required by this Bid shall be obtained at the sole cost and expense of the Contractor.

- b. All insurance required by this Bid shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the Library, with a best rating of "A" or better.
- c. All insurance required by this Bid shall be primary to any Library insurance policy, which shall be excess and non-contributory. No claims-made policies will be accepted.
- d. Contractor shall require that any approved subs carry insurance with the same limits and provisions set forth herein, except for the Library's / Contractors Protective Liability Policy, if required.
- e. Contractor shall furnish the Library with Certificate(s) of Insurance on ACORD Form 25 (2001/08) for each insurance carrier involved. Such Certificate(s) shall be executed by a duly authorized representative of the insurance carrier, certifying such authorization and showing compliance with the Library's insurance requirements set forth herein.
- f. If insurance policies utilized for the Library's projects contain Deductibles or Self-Insured Retentions (SIRs), they must be declared as such with applicable levels on the Insurance Certificate(s) of Insurance. The Library has the option to accept or reject the Deductibles or SIRs, or to impose additional security or other requirements, in view of the Library's preference that insurance policies utilized for the Library's projects have no Deductibles or SIRs.
- g. Contractor shall provide certified copies of the declarations pages or of the insurance policies themselves, upon request by the Library, within twenty (20) days of such request.
- h. Failure of the Library to demand such certificates, policies, endorsements, or other evidence of full compliance with these insurance requirements, or failure of the Library to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of the Contractor's obligation to maintain such insurance.
- i. Failure to maintain the required insurance and provide proof of such coverage to the Library may, in the Library's sole discretion, result in termination of this Agreement, or in delay or stoppage of payments.
- j. If Contractor fails to maintain the required insurance, the Library shall have the right, but not the obligation, to purchase said insurance at the Contractor's expense. The Contractor agrees that all premiums, costs, and expenses associated with such purchase, or the recovery of those purchase amounts by the Library, shall be deducted from the Contractor payments under the Agreement, or by any other lawful

means, including deduction from any current or future contract with the Library.

- k. By requiring insurance, the Library does not represent that certain coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed a limitation on the Contractor's liability under the indemnities granted to the Library under any provision of the Agreement.

25. Contractor shall require any sub(s) to provide all of the insurance requirements prior to commencement of work as listed in this section.

26. The types of insurance required by the Library are described below:

- a. **Commercial General Liability** - The Contractor shall maintain Commercial General Liability (CGL) with no less than the limits and coverage indicated below. CGL insurance shall cover liability arising from premises, operations, independent contractors, products / completed operations, personal injury, advertising injury, and contractual liability. The General Aggregate shall apply separately to the subject matter (Project) of the Agreement, and the Contractor shall provide an appropriate Project Endorsement, using ISO Form CG 25 03 11 85 or its equivalent, to the Library for this purpose.

GCL Limits / Coverages:

(1) Each Occurrence Limit:	\$1,000,000
(2) General Aggregate:	\$2,000,000
(3) Products / Completed Operations Aggregate:	\$2,000,000
(4) Personal / Advertising Injury Liability:	\$1,000,000
(5) Fire Damage Legal Liability:	\$ 100,000
(6) Medical Expense:	\$ 5,000

- b. **Commercial Umbrella Liability** -The Contractor shall maintain Commercial Umbrella Insurance (Umbrella) with no less than the following limits: \$2,000,000 each occurrence.
- c. **Business Auto Liability** - The Contractor shall maintain Business Automobile Liability coverage, with no less than a \$1,000,000 Combined Single Limit,

which shall cover liability arising out of any motor vehicle, whether owned, hired, or non-owned.

- c. **Workers' Compensation** - The Contractor shall provide and maintain statutory Workers' Compensation / Employer's Liability / Disability Benefits Law coverage during the life of this Agreement for all of the Contractor's employees to be engaged in work under the contract) to maintain similar coverage for all of the employees required to be covered under such laws.

- d. **Hazardous Waste.** Intentionally Omitted.

- 27. "The Queens Borough Public Library and the Queens Borough Public Library Board of Trustees shall be named as an Additional Insured" using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent. The above language should be entered in the "Description of Operations" part of the form showing coverage under the General Liability policy and the Umbrella policy as required.
- 28. This insurance, including the Umbrella policy, as required, shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to or maintained by the Library.
- 29. The Contractor shall waive all rights against the Library and its agents, officers, trustees, directors, and employees, for recovery of damages to the extent these damages are covered by the CGL policy, the Business Auto Policy, and the Umbrella policy, as required.
- 30. A copy of every required Endorsement shall be furnished to the Library.
- 29. The Contractor shall provide a copy of the Library's Basic Insurance Requirements to its insurance producer(s) and insurance carrier(s).
- 30. If the Contractor believes that a specific condition or coverage does not in any respect apply to Contractor's performance under the Agreement, or cannot be obtained by the Contractor, Contractor must:
 - a. Identify that condition(s) or coverage(s)
 - b. Indicate the reasons why the condition(s) or coverage(s) cannot be satisfied
 - c. Provide and explain its proposed alternatives, if any
- 31. The Library reserves the right to adjust insurance requirements.

32. In addition to the insurance requirements as specified above, Contractor shall procure and maintain all other insurance coverage's as required by Federal, State or local laws and shall procure and maintain insurances.
33. Contractor shall not commence work under the Agreement until all insurance has been obtained as required and such insurance has been approved by the Library.

L. INDEMNITY

34. Contractor hereby agrees to defend, indemnify and hold harmless the Library, its officers, employees, and affiliates, and the Queens Borough Public Library Board of Trustees and its officers, harmless from and against any and all liability, loss, damage, claim or action, to the extent permissible by Law, arising out of the operations performed or services provided by the Contractor under the contract.
35. In addition to the indemnity provisions set forth in the Hold Harmless Certificate executed by Contractor with its proposal, which will be annexed hereto and incorporated into the formal Agreement, Contractor also agrees that Contractor shall defend, indemnify and save the Library, its officers, employees and affiliates, and the Queens Borough Public Library Board of Trustees and its officers (collectively, the "Indemnitees") harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including without limitation, court costs and reasonable attorney's fees and disbursements, that may be imposed upon, or incurred by, or asserted against, any of the Indemnitees by reason of any following, except that no Indemnitee shall be so indemnified and saved harmless to the extent that such liabilities, etc. are caused by the gross negligence or intentional misconduct of the Indemnitee:
 - a. Acts or Failure to Act. Any act or failure to act on the part of Contractor or any of its respective partners, joint ventures, officers, shareholders, directors, agents, servants, employees, licensees or invitees.
 - b. Accidents, Injury to Person or Property. Any accident, bodily injury (including death at any time resulting there from) or damage to any person or property occurring in connection with the use and operation of equipment.
 - c. Lien or Claim Against Equipment. Any Lien or claim that may be alleged to have been imposed or arisen as a result of this Project, or any Lien or claim created or permitted to be created by Contractor, its partners, joint ventures, officers, shareholders, directors, agents, contractors, servants,

employees, licensees, or invitees against any assets of, or funds appropriated by the Library, or any liability that may be asserted against the Indemnitees with respect thereto.

- d. Default of Contractor. Any failure on the part of the Contractor to keep, observe, and perform any of the terms, covenants or conditions on Contractor's part to be kept, observed or performed under this Agreement, and any other of transactional documents.
- e. Contractual Liability. The obligations under this section shall not be affected in any way by the absence of insurance coverage or by the failure or refusal of any insurance carrier to perform an obligation on its part.
- f. Defense for Claim, etc. If any claim, action or proceeding is made or brought against any of the Indemnitees in connection with any event referred to in this Section, then upon demand of the Library, Contractor shall either resist, defend or satisfy such claim, action or proceeding in such Indemnitee's name, by the attorneys for, or approved by, Contractor's insurance carrier if such claim, action or proceeding is covered by insurance, or by such other attorneys as each Indemnitee shall reasonably approve. The foregoing notwithstanding, any such Indemnitee may engage its own attorneys to defend such Indemnitee, or to assist such Indemnitee in such Indemnitee's defense of such claim, action or proceeding, as the case may be, at such Indemnitee's sole cost and expense.
- g. Notification and Payment. Promptly, upon having actual knowledge thereof, an Indemnitee shall notify Contractor of any cost, liability or expense incurred by, asserted against, or imposed on, such Indemnitee, as to which cost, liability or expense Contractor has agreed to indemnify such Indemnitee pursuant to this Section. Contractor agrees to pay such Indemnitee all amounts due under this Section within fifteen (15) business days after request therefore.
- h. Survival. The provisions of this Article shall survive the expiration or earlier termination of the Agreement.

M. Notification of Injury and Loss

- 36. In the event of an occurrence, Contractor shall provide written notice to the following within 24 hours of the occurrence:
 - (a) The Library's Chief Information Officer, Lisa Epps, 89-11 Merrick Blvd., Jamaica, New York 11432.

- (b) The Library's Risk Manager, Lawrence Vedilago, Queens Borough Public Library, 89-11 Merrick Blvd., Jamaica, N.Y. 11432;
- (c) The Library's Director of Procurement, Corrine M. Campbell, Queens Borough Public Library, 89-11 Merrick Blvd., Jamaica, N.Y. 11432;
- (d) The Library's General Counsel, attention Darlene Askew Robinson, Esq., Queens Borough Public Library, 89-11 Merrick Blvd., Jamaica, N.Y. 11432; and
- (e) Its commercial general liability insurance carrier, and where applicable, its Workers' Compensation and / or other insurance carrier.

(1) The Contractor's notice to the insurance carrier must expressly specify that "this notice is being given on behalf of the Queens Borough Public Library as additional insured's as well as [the Contractor] as named insured." Within three (3) days after notice to the Contractor of the occurrence of any such loss, damage or injury to work, persons or property, or any accidents, the Contractor shall make a full and complete report thereof in writing to the Library's Chief Information Officer and the Library's General Counsel.

(2) Notice to the Library shall specify the name of the Project, the identification number of the Agreement, the date of the incident, the location of the incident (street address and borough), the identity of the persons or things injured, damaged or lost, and the name of the insurance carrier that issued the commercial liability insurance policy pursuant to the Agreement.

37. If any person or property sustains any loss, damage, cost, expense or injury arising out of the operations of the Contractor in the performance of this Project or from the Contractor's failure to comply with any of the provisions of an Agreement with the Library or of the Law, the Contractor shall indemnify, defend and hold the Library, its officers employees and affiliates, and the Queens Borough Public Library Board of Trustees and its officers harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, arising from or in any way related to such operations, or failure to comply with any of the provisions of an Agreement with the Library or the law. Insofar as the facts and

law relating to any claim would preclude the Library from being completely indemnified by the Contractor, (a) the Library shall be partially indemnified by Contractor, or (b) where the claim arises from an injury to Contractor's employee(s), Contractor shall be liable to the Library under an Agreement with the Library for partial or complete indemnification and / or contribution to the fullest extent provided by law.

38. Contractor shall defend at its own expense, indemnify and hold the Queens Borough Public Library, its officers, employees, and affiliates, and the Queens Borough Public Library Board of Trustees and its officers harmless from any and all claims (even if the allegations of the suit are without merit) or judgments for damages (including, but not limited to, delay damages from other contractors) and from costs and expenses to which the Library may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor's subcontractors, or their failure to comply with the provisions of an Agreement with the Library or the law. Insofar as the facts and Law relating to any claim would preclude the Library from being completely indemnified by the Contractor, (a) the Library shall be partially indemnified by the Contractor, or (b) where the claim arises from an injury to the Contractor's employee(s), the Contractor shall be liable to the Library under the Agreement for partial or complete indemnification and / or contribution to the fullest extend provided by law.

N. GUARANTEE

39. Contractor shall provide a two (2) year guarantee against defects in materials, equipment, or work upon completion of installation, replacement, and acceptance, as applicable. The Contractor with the understanding that all replacements shall carry the same guarantee as the original equipment shall replace any materials or work, which is or becomes defective during the guarantee period. Such replacement shall be made immediately upon receiving notification from the Library.

O. WAIVER

40. If a Contract is awarded, it shall include a waiver provision as follows: the failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

P. ENFORCEABILITY

41. If any of the provisions in the IBF or Agreement are held invalid or is otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

Q. WORK SCHEDULE

42. Contractor shall provide support on a 24x7x4 basis, and 8x5xNBD adhere to the Support Schedule described in this Solicitation.

R. SUBCONTRACTORS

43. Contractor shall not subcontract any part of the work under this contract without first requesting same in writing and receiving pre-approval from the Library. No subcontract or assignment shall under any circumstances relieve the contractor of obligations and liabilities under the contract.

S. BID REQUIREMENTS

44. It is the responsibility of the Contractor to carefully review this Invitation For Bids and to seek clarification as necessary prior to submitting a bid. Bidders shall submit the "Statement of Understanding" (Attachment F) indicating that they have read and understand the scope and requirements of the project.

T. SCOPE OF WORK

1. Contractor shall provide basic maintenance services of eligible network equipment that includes repair and upkeep of eligible hardware, basic technical support, configuration changes. Attachment A provides a list of all eligible network equipment to be covered under this maintenance service.
2. All support services shall be available 24x7x4 on an as needed.
3. All replacement items for the eligible network equipment list shall be CISCO parts or equivalent.

End of Work Scope

d.

ATTACHMENT A- BID SHEET

The Bid Sheet consists of this cover sheet and seven pages with lists of equipment to be maintained and supported. All unit prices provided shall be inclusive of all costs taking into account the General Conditions, Scope of Work and Overhead and Profit.

Total Bid Price: _____

Name of Contractor Title

Address Telephone / FAX

Signature of Contractor

CEL & FL Switches						
Item #	Part #	Serial #	# Days	Support	Location	SD
1	WS-C6513-E	FOX1522GHTP	365	SNTTP 24x7x4	Central	28
2	WS-C6513-E	FOX1522GHTS	365	SNTTP 24x7x4	Central	28
3	WS-C6513-E	FOX1522GHT7	365	SNTTP 24x7x4	Central	28
4	WS-C6513-E	FOX1522GHT9	365	SNTTP 24x7x4	Central	28
5	CISCO3945	FOC17294G6M	365	8x5xNBD (SNT)	Flushing	25
6	WS-C4506	FOX080305EJ	365	8x5xNBD (SNT)	Flushing	25
7	WS-C4506	FOX080309GF	365	8x5xNBD (SNT)	Flushing	25
8	WS-C4507R	FOX080503NY	365	8x5xNBD (SNT)	Flushing	25
9	WS-C4506	FOX080305ED	365	8x5xNBD (SNT)	Flushing	25
10	4506-E	FOX1451GFZS	365	8x5xNBD (SNT)	Central	28
11	4506-E	FOX1451GF3Y	365	8x5xNBD (SNT)	Central	28
12	4506-E	FOX1451GFLM	365	8x5xNBD (SNT)	Central	28
13	4506-E	FOX1451GF6S	365	8x5xNBD (SNT)	Central	28
14	4506-E	FOX1451GFLG	365	8x5xNBD (SNT)	Central	28
15	4506-E	FOX1451GFLK	365	8x5xNBD (SNT)	Central	28
16	4506-E	FOX1451GFLE	365	8x5xNBD (SNT)	Central	28
17	4506-E	FOX1451GFLY	365	8x5xNBD (SNT)	Central	28
18	4506-E	SPE1523016Q	365	8x5xNBD (SNT)	Central	28
19	4506-E	SPE152301AE	365	8x5xNBD (SNT)	Central	28
20	4506-E	SPE15230164	365	8x5xNBD (SNT)	Central	28
21	4506-E	SPE152301AM	365	8x5xNBD (SNT)	Central	28
22	4506-E	SPE152305168	365	8x5xNBD (SNT)	Central	28
23	4506-E	SPE1523051AZ	365	8x5xNBD (SNT)	Central	28
24	4506-E	FOX1526GF6S	365	8x5xNBD (SNT)	Central	28
25	4506-E	SPE1523019Z	365	8x5xNBD (SNT)	Central	28
26	4506-E	SPE15230162	365	8x5xNBD (SNT)	Central	28
27	4506-E	SPE1523019Y	365	8x5xNBD (SNT)	Central	28
28	4506-E	SPE152301AP	365	8x5xNBD (SNT)	Central	28
29	4506-E	SPE1523015Z	365	8x5xNBD (SNT)	Central	28
30	CISCO3945	FOC17294G2Q	365	8x5xNBD (SNT)	Central	28
31	WS-C3750X-48PF-S	FDO1720H0R6	365	8x5xNBD (SNT)	Central	28
32	WS-C3750E-48PD	FDO1522Y0H9	365	8x5xNBD (SNT)	Central	28
33	WS-C3750E-48PD-SF	FDO1522Y0G5	365	8x5xNBD (SNT)	Central	28
34	WS-C3750E-48PD-SF	FDO1522Y3N5	365	8x5xNBD (SNT)	Central	28
35	WS-C3750E-48PD-SF	FDO1522Y3PN	365	8x5xNBD (SNT)	Central	28
36	WS-C3750E-48PD-SF	FDO1522Y3P4	365	8x5xNBD (SNT)	Central	28
37	WS-C3750E-48PD-SF	FDO1522Y04J	365	8x5xNBD (SNT)	Central	28
38	ASA5525-v04	FTX1943105V	365	SNTTP 24x7x4	Central	28
39	ASA5525-v04	FTX194810A8	365	SNTTP 24x7x4	Central	28
40	ASA5585-X-SSP 20	JMX195180A5	365	SNTTP 24x7x4	Central	28
41	ASA5585-X-SSP 20	To be ordered	365	SNTTP 24x7x4	Central	28

Routers						
Item #	Part #	Serial #	# Days	Support	Location	SD
1	CISCO3745	JMX0808L5Z0	365	8x5xNBD (SNT)	Jackson Heights	30
2	CISCO3745	JMX0808L360	365	8x5xNBD (SNT)	Forest Hills	28
3	CISCO3745	JMX0808L3CU	365	8x5xNBD (SNT)	Broadway	30
4	CISCO3745	JMX0808L3E4	365	8x5xNBD (SNT)	Astoria	30
5	CISCO3745	JMX0808L3SU	365	8x5xNBD (SNT)	Langston Hughes	30
6	CISCO3745	JMX0808L3SV	365	8x5xNBD (SNT)	Briarwood	28
7	CISCO3745	JMX0808L3TA	365	8x5xNBD (SNT)	Woodside	30
8	CISCO3745	JMX0808L5Z4	365	8x5xNBD (SNT)	Fresh Meadows	26
9	CISCO3745	JMX0808L5ZC	365	8x5xNBD (SNT)	Steinway	30
10	CISCO3745	JMX0822L374	365	8x5xNBD (SNT)	Queens Village	29
11	CISCO3745	JMX0822L39H	365	8x5xNBD (SNT)	South Hollis	29
12	CISCO3745	JMX0822L333	365	8x5xNBD (SNT)	Peninsula	27
13	CISCO3745	JMX0822L39A	365	8x5xNBD (SNT)	Rego Park	28
14	CISCO3745	JMX0822L347	365	8x5xNBD (SNT)	Far Rockaway	27
15	CISCO3745	JMX0822L33X	365	8x5xNBD (SNT)	Jamaica, NY	
16	CISCO3745	JMX0822L32A	365	8x5xNBD (SNT)	Cambria Heights	29
17	CISCO3745	JMX0822L33F	365	8x5xNBD (SNT)	Poppenhusen	25
18	CISCO3745	JMX0822L323	365	8x5xNBD (SNT)	McGoldrick	25
19	CISCO3745	JMX0822L326	365	8x5xNBD (SNT)	Lefferts	27
20	CISCO3745	JMX0822L32M	365	8x5xNBD (SNT)	Auburndale	25
21	CISCO3745	JMX0822L34J	365	8x5xNBD (SNT)	Howard Beach	27
22	CISCO3745	JMX0822L332	365	8x5xNBD (SNT)	Maspeth	24
23	CISCO3745	JMX0822L38R	365	8x5xNBD (SNT)	Arverne	27
24	CISCO3745	JMX0822L340	365	8x5xNBD (SNT)	Saint Albans	29
25	CISCO3745	JMX0822L39I	365	8x5xNBD (SNT)	Sunnyside	24
26	CISCO3745	JMX0822L382	365	8x5xNBD (SNT)	Elmhurst	24
27	CISCO3745	JMX0822L38W	365	8x5xNBD (SNT)	Long Island City	30
28	CISCO3745	JMX0822L34S	365	8x5xNBD (SNT)	Glen Oaks	26
29	CISCO3745	JMX0822L38Z	365	8x5xNBD (SNT)	Bay Terrace	25
30	CISCO3745	JMX0822L39D	365	8x5xNBD (SNT)	Laurelton	29
31	CISCO3745	JMX0822L396	365	8x5xNBD (SNT)	Richmond Hill	27
32	CISCO3745	JMX0822L37F	365	8x5xNBD (SNT)	Glendale	24
33	CISCO3745	JMX0822L33W	365	8x5xNBD (SNT)	Jamaica, NY	
34	CISCO3745	JMX0822L331	365	8x5xNBD (SNT)	South Ozone Park	27
35	CISCO3745	JMX0822L37Y	365	8x5xNBD (SNT)	Rosedale	29
36	CISCO3745	JMX0822L36Y	365	8x5xNBD (SNT)	Jamaica, NY	
37	CISCO3745	JMX0822L33M	365	8x5xNBD (SNT)	Windsor Park	26
38	CISCO3745	JMX0822L38K	365	8x5xNBD (SNT)	Mitchell-Linden	25
39	CISCO3745	JMX0822L37B	365	8x5xNBD (SNT)	Lefrak City	28
40	CISCO3745	JMX0822L334	365	8x5xNBD (SNT)	South Jamaica	28
41	CISCO3745	JMX0822L335	365	8x5xNBD (SNT)	Hillcrest	26
42	CISCO3745	JMX0822L32L	365	8x5xNBD (SNT)	Whitestone	25
43	CISCO3745	JMX0822L38L	365	8x5xNBD (SNT)	Pomonok	25
44	CISCO3745	JMX0822L36W	365	8x5xNBD (SNT)	Middle Village	24
45	CISCO3745	JMX0822L399	365	8x5xNBD (SNT)	Ozone Park	27
46	CISCO3745	JMX0822L39B	365	8x5xNBD (SNT)	Woodhaven	27
47	CISCO3745	JMX0822L395	365	8x5xNBD (SNT)	Hollis	29
48	CISCO3745	JMX0822L38Y	365	8x5xNBD (SNT)	Jamaica, NY	
49	CISCO3745	JMX0822L38Q	365	8x5xNBD (SNT)	East Elmhurst	30
50	CISCO3745	JMX0822L390	365	8x5xNBD (SNT)	Baisley Park	27
51	CISCO3745	JMX0822L397	365	8x5xNBD (SNT)	Rochdale Village	28
52	CISCO3745	JMX0822L38U	365	8x5xNBD (SNT)	Kew Gardens Hills	25
53	CISCO3745	JMX0905L07M	365	8x5xNBD (SNT)	East Flushing	26
54	CISCO3745	JMX0905L077	365	8x5xNBD (SNT)	North Hills	26
55	CISCO3745	JMX0905L086	365	8x5xNBD (SNT)	Ridgewood	24
56	CISCO3745	JMX0905L07N	365	8x5xNBD (SNT)	Corona	24
57	CISCO3745	JMX0905L04T	365	8x5xNBD (SNT)	Jamaica, NY	
58	CISCO3745	JMX0905L04U	365	8x5xNBD (SNT)	Jamaica, NY	
59	CISCO3745	JMX0905L04V	365	8x5xNBD (SNT)	Jamaica, NY	
60	CISCO3745	JMX0905L04Z	365	8x5xNBD (SNT)	Jamaica, NY	
61	CISCO3745	JMX0905L04Q	365	8x5xNBD (SNT)	Jamaica, NY	
62	CISCO3745	JMX0905L064	365	8x5xNBD (SNT)	North Forest Park	28
63	CISCO3745	JMX0905L07S	365	8x5xNBD (SNT)	Court Square	30
64	CISCO3745	JMX0905L0SY	365	8x5xNBD (SNT)	Jamaica, NY	
65	CISCO3745	JMX0905L07E	365	8x5xNBD (SNT)	Douglaston	26

66	CISCO3745	JMX0905L07R	365	8x5xNBD (SNT)	Bellerose	26
67	CISCO3745	JMX0808L361	365	8x5xNBD (SNT)	Raveswood	
68	CISCO3745	JMX0905L07R	366	8x5xNBD (SNT)	Queensboro Hill	

Switches						
Item #	Model	Serial #	# Days	Support	Location	SD
1	WS-C3750E-48PD-SF	FDO1522Y0Gk	365	8x5xNBD (SNT)	Jamaica, NY	
2	WS-C3750E-48PD-SF	FDO1522Y04D	365	8x5xNBD (SNT)	Astoria	30
3	WS-C3750E-48PD-SF	FDO1522Y3P5	365	8x5xNBD (SNT)	Auburndale	25
4	WS-C3750E-48PD-SF	FDO1522Y3NK	365	8x5xNBD (SNT)	Baisley Park	27
5	WS-C3750E-48PD-SF	FDO1522Y3LW	365	8x5xNBD (SNT)	Bay Terrace	25
6	WS-C3750E-48PD-SF	FDO1522Y3R2	365	8x5xNBD (SNT)	Jamaica, NY	
7	WS-C3750E-48PD-SF	FDO1522Y3RK	365	8x5xNBD (SNT)	Bellerose	26
8	WS-C3750E-48PD-SF	FDO1522Y3RP	365	8x5xNBD (SNT)	Briarwood	28
9	WS-C3750E-48PD-SF	FDO1518Y0C7	365	8x5xNBD (SNT)	Broadway	30
10	WS-C3750E-48PD-SF	FDO1522Y3RM	365	8x5xNBD (SNT)	Jamaica, NY	
11	WS-C3750E-48PD-SF	FDO1522Y3N5	365	8x5xNBD (SNT)	Jamaica, NY	
12	WS-C3750E-48PD-SF	FDO1522Y0G5	365	8x5xNBD (SNT)	Jamaica, NY	
13	WS-C3750E-48PD-SF	FDO1522Y0G6	365	8x5xNBD (SNT)	Jamaica, NY	
14	WS-C3750E-48PD-SF	FDO1522Y3PN	365	8x5xNBD (SNT)	Jamaica, NY	
15	WS-C3750E-48PD-SF	FDO1522Y0HA	365	8x5xNBD (SNT)	East Elmhurst	30
16	WS-C3750E-48PD-SF	FDO1522Y3P4	365	8x5xNBD (SNT)	Court Square	30
17	WS-C3750E-48PD-SF	FDO1522Y3PT	365	8x5xNBD (SNT)	Douglaston	26
18	WS-C3750E-48PD-SF	FDO1522Y0HA	365	8x5xNBD (SNT)	Jamaica, NY	
19	WS-C3750E-48PD-SF	FDO1518Y0C2	365	8x5xNBD (SNT)	Jamaica, NY	
20	WS-C3750E-48PD-SF	FDO1525Y23A	365	8x5xNBD (SNT)	Jamaica, NY	
21	WS-C3750E-48PD-SF	FDO1522Y06B	365	8x5xNBD (SNT)	Far Rockaway	27
22	WS-C3750E-48PD-SF	FDO1522Y3PQ	365	8x5xNBD (SNT)	Jamaica, NY	
23	WS-C3750E-48PD-SF	FDO1522Y3QP	365	8x5xNBD (SNT)	Howard Beach	27
24	WS-C3750E-48PD-SF	FDO1522Y3LG	365	8x5xNBD (SNT)	Laurelton	29
25	WS-C3750E-48PD-SF	FDO1522Y3LP	365	8x5xNBD (SNT)	Fresh Meadows	26
26	WS-C3750E-48PD-SF	FDO1522Y06P	365	8x5xNBD (SNT)	Glendale	24
27	WS-C3750E-48PD-SF	FDO1522Y0GP	365	8x5xNBD (SNT)	Hollis	29
28	WS-C3750E-48PD-SF	FDO1522Y05F	365	8x5xNBD (SNT)	Maspeth	24
29	WS-C3750E-48PD-SF	FDO1518Y0CY	365	8x5xNBD (SNT)	Jackson Heights	30
30	WS-C3750E-48PD-SF	FDO1522Y3Q2	365	8x5xNBD (SNT)	McGoldrick	25
31	WS-C3750E-48PD-SF	FDO1522Y05Z	365	8x5xNBD (SNT)	North Forest Park	28
32	WS-C3750E-48PD-SF	FDO1522Y3LU	365	8x5xNBD (SNT)	Lefferts	27
33	WS-C3750E-48PD-SF	FDO1522Y3RN	365	8x5xNBD (SNT)	Jamaica, NY	
34	WS-C3750E-48PD-SF	FDO1522Y3MF	365	8x5xNBD (SNT)	Long Island City	30
35	WS-C3750E-48PD-SF	FDO1522Y3RJ	365	8x5xNBD (SNT)	Rego Park	28
36	WS-C3750E-48PD-SF	FDO1522Y0GE	365	8x5xNBD (SNT)	Sunnyside	24
37	WS-C3750E-48PD-SF	FDO1522Y3QW	365	8x5xNBD (SNT)	Middle Village	24
38	WS-C3750E-48PD-SF	FDO1522Y3R7	365	8x5xNBD (SNT)	Mitchell-Linden	25
39	WS-C3750E-48PD-SF	FDO1522Y3R5	365	8x5xNBD (SNT)	Windsor Park	26
40	WS-C3750E-48PD-SF	FDO1522Y3RH	365	8x5xNBD (SNT)	North Hills	26
41	WS-C3750E-48PD-SF	FDO1522Y3PM	365	8x5xNBD (SNT)	Ozone Park	27
42	WS-C3750E-48PD-SF	FDO1522Y06S	365	8x5xNBD (SNT)	Woodhaven	27
43	WS-C3750E-48PD-SF	FDO1522Y3MD	365	8x5xNBD (SNT)	Woodside	30
44	WS-C3750E-48PD-SF	FDO1522Y04J	365	8x5xNBD (SNT)	Jamaica, NY	
45	WS-C3750E-48PD-SF	FDO1522Y3R8	365	8x5xNBD (SNT)	Queens Village	29
46	WS-C3750E-48PD-SF	FDO1522Y3KA	365	8x5xNBD (SNT)	Richmond Hill	27
47	WS-C3750E-48PD-SF	FDO1522Y07Q	365	8x5xNBD (SNT)	Jamaica, NY	
48	WS-C3750E-48PD-SF	FDO1522Y3KP	365	8x5xNBD (SNT)	Rochdale Village	28
49	WS-C3750E-48PD-SF	FDO1522Y3QU	365	8x5xNBD (SNT)	Rosedale	29
50	WS-C3750E-48PD-SF	FDO1522Y081	365	8x5xNBD (SNT)	Jamaica, NY	
51	WS-C3750E-48PD-SF	FDO1522Y0GD	365	8x5xNBD (SNT)	South Hollis	29
52	WS-C3750E-48PD-SF	FDO1522Y07S	365	8x5xNBD (SNT)	South Jamaica	28
53	WS-C3750E-48PD-SF	FDO1522Y3NH	365	8x5xNBD (SNT)	South Ozone Park	27
54	WS-C3750E-48PD-SF	FDO1522Y3NL	365	8x5xNBD (SNT)	Saint Albans	29
55	WS-C3750E-48PD-SF	FDO1522Y04X	365	8x5xNBD (SNT)	Steinway	30
56	WS-C3750E-48PD-SF	FDO1522Y3NZ	365	8x5xNBD (SNT)	Jamaica, NY	
57	WS-C3548-XL-EN	FAB0602P1F5	365	8x5xNBD (SNT)	Jamaica, NY	
58	WS-C3548-XL-EN	FAB0602P1GV	365	8x5xNBD (SNT)	Jamaica, NY	
59	WS-C3548-XL-EN	FAB0602U0CT	365	8x5xNBD (SNT)	Jamaica, NY	
60	WS-C3548-XL-EN	FAB0602W5DX	365	8x5xNBD (SNT)	Kew Gardens Hills	25
61	WS-C3548-XL-EN	FAB0602W5F8	365	8x5xNBD (SNT)	Jamaica, NY	
62	WS-C3548-XL-EN	FAB0603POVS	365	8x5xNBD (SNT)	Broadway	30
63	WS-C4506-E	FOX1526GFLH	365	8x5xNBD (SNT)	Langston Hughes	
64	WS-C4506-E	SPE1642010N	366	8x5xNBD (SNT)	Glen Oaks	
65	WS-C4506-E	FOX1526GF65	367	8x5xNBD (SNT)	BaySide	

d.

ATTACHMENT C -ACKNOWLEDGEMENT OF ADDENDA

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

Part I

Listed below are the dates of issue for each Addendum received in connection with this IFB:

Addendum # 1, Dated	_____ , _____
Addendum # 2, Dated	_____ , _____
Addendum # 3, Dated	_____ , _____
Addendum # 4, Dated	_____ , _____
Addendum # 5, Dated	_____ , _____
Addendum # 6, Dated	_____ , _____
Addendum # 7, Dated	_____ , _____
Addendum # 8, Dated	_____ , _____
Addendum # 9, Dated	_____ , _____
Addendum # 10, Dated	_____ , _____

Part II Acknowledgement of No Receipt

_____ No Addendum was received in connection with this Solicitation

Part III

Bidder's Name _____

Bidder's Authorized Representative:

Name _____ Title _____

Signature _____ Date: _____
:

d.

ATTACHMENT D

Queens Borough Public Library
89-11 Merrick Boulevard, Jamaica, New York 11432

REFERENCES

Contractor to furnish three references for work of the same general character as that specified herein:

1. _____
Name of Firm Contact Telephone
2. _____
Name of Firm Contact Telephone
3. _____
Name of Firm Contact Telephone

Contractor to furnish name of bank or other financial institution as reference to the financial responsibility of the bidder:

Name of Firm Contact Telephone

Address / Telephone / FAX

Company Name Date

Name of Bidder Title

Signature of Bidder

d.

ATTACHMENT E

Queens Borough Public Library
89-11 Merrick Boulevard, Jamaica, New York 11432

HOLD HARMLESS CERTIFICATE

_____ (hereby known as the contractor) agrees to defend at its own risk and expense any and all suits, actions, or legal proceedings which may be brought or instituted against the Queens Borough Public Library, its employees, and affiliates, and the Queens Borough Public Library Board of Trustees, and its officers, for any such claim, demand, or cause of action, and the contractor shall pay and satisfy any judgment or decree which may be rendered against the Queens Borough Public Library, its agents, officers, or employees in any such suit, action, or other legal proceeding, for anything related to the (contract, products or services).

If the persons or property of the Queens Borough Public Library and of others sustain loss, damage or injury resulting from the negligence or carelessness of the contractor, or its subcontractors, in the performance of the contract and including any loss, damage or injury resulting from the use of equipment belonging to the contractor or from the failure to comply with any of the provisions of this contract or of law, the contractor shall indemnify and hold the Queens Borough Public Library and The Library Board of Trustees, harmless for any and all claims and judgments and damages and from costs and expenses to which the Queens Borough Public Library may be subjected or which it may suffer or incur by reason thereof.

The contractor warrants that it is in full compliance with all laws, rules and regulations of duly constituted governmental bodies concerning all the contractor's employees, as are employees of its subcontractors, including but not limited to Workers' Compensation and Social Security Laws, and agrees to indemnify and hold harmless the Queens Borough Public Library, their directors, officers, employees from all claims, expenses, actions, including legal costs and attorney's fees, and damages which arise by reason of failure to comply with same.

_____		_____	
Company Name		Date	
_____		_____	
Address		Telephone	FAX
_____		_____	
Name of Contractor		Title	
_____		_____	
Signature of Bidder			

d.

ATTACHMENT F

Queens Borough Public Library
89-11 Merrick Boulevard, Jamaica, New York 11432

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the bid opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Company Name Date

Address / Telephone / FAX

Name of Bidder Title

Signature of Bidder

d.

ATTACHMENT G

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies that the respondent (ii) has read and understands the scope and requirements of this project, as described in the Solicitation and all attachments; (ii) has the capacity to execute this project; (iii) agrees to accept payment in accordance with the requirements of this IFB and the Library's standard Fee and Payment Terms, and (iv) will, if its Bid is accepted, enter into an Agreement with the Queens Borough Public Library.

The undersigned further stipulates that the information in this BID is, to the best of knowledge and belief, true, and accurate.

Name of Firm

By: _____
Signature of Partner or Corporate Officer Date

Print Name Title

Telephone / Fax #'s EIN #

Address E-mail address

ATTACHMENT B



**Queens Borough Public Library
Network Hardware Maintenance
Bid No. 0216-3**

**Proposal Prepared By:
SSCS**

4801 Milwee Street
Houston, Texas 77092-6888
(713) 680-2255

Mark Trahan
(832) 788-9102 mobile
mark.trahan@sscs.com

March 7, 2016

Executive Summary

SSCS has created a new standard of custom IT hardware support for their clients. We provide higher quality maintenance at a fraction of the cost than that offered by our competitors. Our purpose is to exceed our clients' expectations on every level by forming solid and continuing relationships, minimizing downtime, employing highly skilled and personable technicians, and by offering the best possible solutions for all computer-related maintenance needs. We are a true multi-vendor service provider and have extensive experience with all equipment types that comprise Queens Borough Public Library infrastructure. Providing high availability break-fix hardware maintenance is 100% of our business focus.

In responding to Queens Borough Public Library requirements, we strive to provide a solution that will adhere to both an economic savings and the certainty that the specified SLAs will be achieved. SSCS is ideally suited to provide the combination of quality service and reasonable cost.

We consistently beat our competition because of our superior multi-vendor capability, our various value added services (detailed metrics reporting, flexible invoicing practices, web-based functionality including ticket creation, and asset management), our comprehensive geographical coverage, our variety of support plans, our customer-centric terms and conditions, and most of all, because we have a deep passion for providing high quality service that shows in everything we do.

Unique benefits SSCS brings to the table are:

- 25+ Years of experience in the hardware maintenance and IT field services industry
- Senior technical staff highly trained and skilled with Cisco equipment
- Flexible and accommodating commercial approach
- Dedicated team experienced at transitioning enterprise IT to our services
- Sophisticated web tools to facilitate the client experience.

SSCS provides hardware break-fix service on all types of servers, storage, and network equipment. We consolidate multiple equipment types into one contract while bringing significant savings. Focused on increasing infrastructure ROI, we are vendor-neutral and have the flexibility to perfectly match our customers' technical support and commercial needs. For 26 years SSCS has been an important ally to Enterprise IT.

We offer break-fix hardware maintenance with all parts and labor included to a variety of response times for the full line of Cisco products. We also offered blended and managed solutions.

SSCS Full Maintenance Service

This solution will have SSCS as your only contracted party. This is an excellent choice for end-of-life equipment that is still valuable to your network team. SSCS will be responsible for having the appropriate spare parts and technical personnel in place to guarantee the required SLA.

Once provided with a listing of assets including model number, location, Cisco serial number and your desired SLA, we will quickly generate a support quotation that will save between 50-70% over Cisco's charges.

In some cases and after discussion with your network team, the decision may be taken to place certain devices under Cisco Smartnet contract to allow for the possibility to open TAC cases and for IOS updates.

Hybrid Solution

SSCS will provide a quicker response and restore by using our staff and spare pool as in the full maintenance service. The Cisco Smartnet contract held by client allows the possibility to open a TAC case, and to replenish the SSCS spare pool.

The advantages of this solution are:

- Client only need to arrange access/site familiarization for SSCS Engineers who will be assigned to the locations
- SSCS Field Engineer will respond 24x7x4 as opposed to what is currently contracted at NBD
- SSCS is already experienced to work together with client network teams to fix issues effectively

SSCS Network Managing Solution

SSCS has the capability to monitor and manage our client's Cisco switches, wireless access points, and firewalls. In addition, SSCS can provide hardware replacement services for client sites as described above.

SSCS can take responsibility for configuring and maintaining the device database for monitoring applications: for example SolarWinds, Orion, NPM and Cisco's LAN Management Solution (LMS) software. These packages provide email and text alerts to SSCS engineers and your site contacts. Cisco's LMS provides user tracking information, syslog event monitoring, and is also used for large-scale IOS upgrades and software configuration changes.

SSCS LAN management duties include: initial configuration of new and replacement devices, configuration of site inter-VLAN routing, changing port configurations as devices are moved to their new VLANs, inter-device trunk configurations, and ether channel configuration for devices that need bonded links. SSCS also troubleshoots LAN issues such as hardware faults, software issues, and spanning-tree loops.

Finally, SSCS can provide documentation services to our client, including maintenance of a complete inventory of devices and "product book" documentation for each site. Product books include a list of site contacts and a visual presentation of each site's topology via Network Notepad topology drawings.

A listing of the available services:

- Monitor LAN devices, primarily switches and access points
- Troubleshoot hardware, software and configuration issues
- Configure devices as needed (VLANs, trunks, speed/duplex, etc.)
- Upgrade IOS software
- Monitor, maintain and configure monitoring software
- Maintain and update "Product Books" documentation
- Maintain topology maps

Questions for your Network Team***Do the sites / does the IT departments have network administrators?***

- For example, let's say a switch breaks. Will someone who is familiar with the network be available to assist with questions about configuration on the replacement switch? Or would they provide a minimal configuration to get the switch back on the network where they perform the remaining configuration in house?

Are the configurations of the devices being backed up and would they be made available to us?

- This would allow us to preconfigure the device before installing.

Are the device IOS files backed up or available?

- This would allow us to match the IOS on the replacement device.

Will remote access be made available to the devices?

- This could be helpful in troubleshooting issues.

What is the extent of support expected from SSCS?

- Break/fix only? (Hardware replacement)
- Software? (IOS bugs? upgrades?)
- Configuration? (Will new configuration implementations be needed? If so, what kind?)
- Troubleshooting? (Hardware? software? configuration?)
- What is the expected response time?

Service Level Agreements

24 x 7 x 4 9 x 5 x 4 9 x 5 x NBD

Hours Per Day x Days Per Week x Response Hours

*Restore Commitment & Custom SLA Available

ATTACHMENT A- BID SHEET

The Bid Sheet consists of this cover sheet and seven pages with lists of equipment to be maintained and supported. All unit prices provided shall be inclusive of all costs taking into account the General Conditions. Scope of Work and Overhead and Profit.

Total Bid Price: \$66,037.20

Mark Havens

Vice Presidents of Sales & Marketing

Name of Contractor

Title

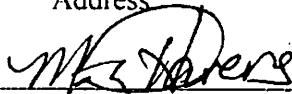
4801 Milwee, Houston, Texas 77092

713-680-2255/ 713-680-2255

Address

Telephone

FAX



Signature of Contractor



Quote Number 3314 - 1
 Date 03/04/2016
 Valid Until 04/04/2016
 Payment Terms 30 Days

PREPARED BY
Solid Systems CAD Services, Inc.
 4801 Milwee Street
 Houston, Texas 77092-6668
 USA
 +1 877 904 7727 Call Center
 +1 713 680 0605 Fax
 Sales Executive Mark Trahan
 Mark.Trahan@sscs.com

PREPARED FOR
Queens Borough Public Library
 89-11 Merrick Boulevard - 2nd Floor
 Jamaica, NY 11432
 U S A
 Contact Cristina Polychronopoulos
 718 990-8684 Phone

Network Hardware Maintenance PIN 0216-3

Qty	Product	Description	Unit Price	Ext
SSCS Annual Maintenance by Requested Support Level:				
1.00	CEL & FL Switches	Please see accompanying Excel	\$28,582.20	\$28,582.20
1.00	Routers	Please see accompanying Excel	\$17,952.00	\$17,952.00
1.00	Switches	Please see accompanying Excel	\$19,503.00	\$19,503.00

All Parts and Labor Included	Asset Period Total \$5,503.10 USD
Guaranteed Response Times	Periods in Term 12
SLA = 8x5xNBDx0	Grand Total \$66,037.20 USD
Term of Contract: Annual	

* Applicable taxes may not be included in this quote.

Disclaimer : All Quotes are provided to the customer for purposes of pricing comparisons. Unless otherwise indicated, pricing will be valid for (30) Thirty Days, from the date quote document is generated. Until a valid contract is executed, prices for products and services listed herein are for reference and comparison only.

SSCS reserves the right to modify and change the pricing based upon configuration changes, new information, changes in locations, new or updated customer requests, or changes in service requirements.

All pricing reflects bundled and/or quantity discounts. SSCS will honor the quote document in it's entirety. Removal of items, changes in quantities, or models of equipment, may alter discount structure. SSCS reserves the right to re-evaluate pricing after any changes.

Pricing Breakdown

CEL & FL Switches							SSCS Annual Maintenance by Requested Support Level:
Item#	Part#	Serial#	# Days	Support	Location	SD	
1	WS-C6513-E	FOX1522GHTP	365	SNTP 24x7x4	Central	28	\$ 2,700.00
2	WS-C6513-E	FOX1522GHTS	365	SNTP 24x7x4	Central	28	\$ 2,700.00
3	WS-C6513-E	FOX1522GHT7	365	SNTP 24x7x4	Central	28	\$ 2,700.00
4	WS-C6513-E	FOX1522GHT9	365	SNTP 24x7x4	Central	28	\$ 2,700.00
5	CISCO3945	FOC17294G6M	365	8x5xNBD (SNT)	Flushing	25	\$ 585.00
6	WS-C4506	FOX080305E	365	8x5xNBD (SNT)	Flushing	25	\$ 405.00
7	WS-C4506	FOX080309G	365	8x5xNBD (SNT)	Flushing	25	\$ 405.00
8	WS-C4507R	FOX080503NY	365	8x5xNBD (SNT)	Flushing	25	\$ 405.00
9	WS-C4506	FOX080305ED	365	8x5xNBD (SNT)	Flushing	25	\$ 405.00
10	4506-E	FOX1451GF2S	365	8x5xNBD (SNT)	Central	28	\$ 405.00
11	4506-F	FOX1451GF3Y	365	8x5xNBD (SNT)	Central	28	\$ 405.00
12	4506-E	FOX1451GFLM	365	8x5xNBD (SNT)	Central	28	\$ 405.00
13	4506-E	FOX1451GF6S	365	8x5xNBD (SNT)	Central	28	\$ 405.00
14	4506-E	FOX1451GFLG	365	8x5xNBD (SNT)	Central	28	\$ 405.00
15	4506-E	FOX1451GFLK	365	8x5xNBD (SNT)	Central	28	\$ 405.00
16	4506-E	FOX1451GFLt	365	8x5xNBD (SNT)	Central	28	\$ 405.00
17	4506-E	FOX1451GFLY	365	8x5xNBD (SNT)	Central	28	\$ 405.00
18	4506-E	SPE1523016Q	365	8x5xNBD (SNT)	Central	28	\$ 405.00
19	4506-E	SPE152301AE	365	8x5xNBD (SNT)	Central	28	\$ 405.00
20	4506-E	SPE15230164	365	8x5xNBD (SNT)	Central	28	\$ 405.00
21	4506-E	SPE152301AM	365	8x5xNBD (SNT)	Central	28	\$ 405.00
22	4506-E	SPE152305168	365	8x5xNBD (SNT)	Central	28	\$ 405.00
23	4506-E	SPE1523051AZ	365	8x5xNBD (SNT)	Central	28	\$ 405.00
24	4506-E	FOX1526GF6S	365	8x5xNBD (SNT)	Central	29	\$ 405.00
25	4506-E	SPE1523019Z	365	8x5xNBD (SNT)	Central	28	\$ 405.00
26	4506-E	SPE15230162	365	8x5xNBD (SNT)	Central	28	\$ 405.00
27	4506-E	SPE1523019Y	365	8x5xNBD (SNT)	Central	28	\$ 405.00
28	4506-E	SPE152301AP	365	8x5xNBD (SNT)	Central	28	\$ 405.00
29	4506-E	SPE1523015Z	365	8x5xNBD (SNT)	Central	28	\$ 405.00
30	CISCO3945	FOC17294G2Q	365	8x5xNBD (SNT)	Central	28	\$ 585.00
31	WS-C3750X-48PF-S	FDO1720H0R6	365	8x5xNBD (SNT)	Central	28	\$ 315.00
32	WS-C3750E-48PD	FDO1522Y0H9	365	8x5xNBD (SNT)	Central	28	\$ 315.00
33	WS-C3750E-48PD-SF	FDO1522Y0G5	365	8x5xNBD (SNT)	Central	28	\$ 315.00
34	WS-C3750E-48PD-SF	FDO1522Y3B5	365	8x5xNBD (SNT)	Central	28	\$ 315.00
35	WS-C3750E-48PD-SF	FDO1522Y3P4	365	8x5xNBD (SNT)	Central	28	\$ 315.00
36	WS-C3750E-48PD-SF	FDO1522Y1C4	365	8x5xNBD (SNT)	Central	28	\$ 315.00
37	WS-C3750E-48PD-SF	FDO1522Y04	365	8x5xNBD (SNT)	Central	28	\$ 315.00
38	ASA5515-v04	TX19481054	365	SNTP 24x7x4	Central	28	\$ 343.60
39	ASA5515-v04	TX1948104E	365	SNTP 24x7x4	Central	28	\$ 343.60
40	ASA5585-X-SSP-20	MX1951804S	365	SNTP 24x7x4	Central	28	\$ 1,500.00
41	ASA5585-X-SSP-20	To be ordered	365	SNTP 24x7x4	Central	28	\$ 1,500.00

Routers							SSCS Annual Maintenance by Requested Support Level:
Item#	Part#	Serial#	# Days	Support	Location	SD	
1	CISCO3745	JMX0808L5Z0	365	8x5xNBD (SNT)	Jackson Heights	30	\$ 264.00
2	CISCO3745	JMX0808L360	365	8x5xNBD (SNT)	Forest Hills	28	\$ 264.00
3	CISCO3745	JMX0808L3C0	365	8x5xNBD (SNT)	Broadway	30	\$ 264.00
4	CISCO3745	JMX0808L3E4	365	8x5xNBD (SNT)	Astoria	30	\$ 264.00
5	CISCO3745	JMX0808L35U	365	8x5xNBD (SNT)	Langston Hughes	30	\$ 264.00
6	CISCO3745	JMX0808L35V	365	8x5xNBD (SNT)	Brarwood	28	\$ 264.00
7	CISCO3745	JMX0808L37A	365	8x5xNBD (SNT)	Woodside	30	\$ 264.00
8	CISCO3745	JMX0808L5Z4	365	8x5xNBD (SNT)	Fresh Meadows	26	\$ 264.00
9	CISCO3745	JMX0808L5ZC	365	8x5xNBD (SNT)	Sterlingway	30	\$ 264.00
10	CISCO3745	JMX0822L374	365	8x5xNBD (SNT)	Queens Village	29	\$ 264.00
11	CISCO3745	JMX0822L39H	365	8x5xNBD (SNT)	South Hollis	29	\$ 264.00
12	CISCO3745	JMX0822L333	365	8x5xNBD (SNT)	Peninsula	27	\$ 264.00
13	CISCO3745	JMX0822L39A	365	8x5xNBD (SNT)	Rago Park	28	\$ 264.00
14	CISCO3745	JMX0822L347	365	8x5xNBD (SNT)	Far Rockaway	27	\$ 264.00
15	CISCO3745	JMX0822L33X	365	8x5xNBD (SNT)	Jamaica, NY		\$ 264.00
16	CISCO3745	JMX0822L32A	365	8x5xNBD (SNT)	Cambria Heights	29	\$ 264.00
17	CISCO3745	JMX0822L33F	365	8x5xNBD (SNT)	Poppenhusen	25	\$ 264.00
18	CISCO3745	JMX0822L323	365	8x5xNBD (SNT)	McGoldrick	25	\$ 264.00
19	CISCO3745	JMX0822L326	365	8x5xNBD (SNT)	Lefferts	27	\$ 264.00
20	CISCO3745	JMX0822L32M	365	8x5xNBD (SNT)	Auburndale	25	\$ 264.00
21	CISCO3745	JMX0822L34J	365	8x5xNBD (SNT)	Howard Beach	27	\$ 264.00
22	CISCO3745	JMX0822L332	365	8x5xNBD (SNT)	Maspeth	24	\$ 264.00
23	CISCO3745	JMX0822L38R	365	8x5xNBD (SNT)	Anverne	27	\$ 264.00
24	CISCO3745	JMX0822L340	365	8x5xNBD (SNT)	Saint Albans	29	\$ 264.00
25	CISCO3745	JMX0822L391	365	8x5xNBD (SNT)	Sunnyside	24	\$ 264.00
26	CISCO3745	JMX0822L382	365	8x5xNBD (SNT)	Elmhurst	24	\$ 264.00
27	CISCO3745	JMX0822L38W	365	8x5xNBD (SNT)	Long Island City	30	\$ 264.00
28	CISCO3745	JMX0822L345	365	8x5xNBD (SNT)	Glen Oaks	26	\$ 264.00
29	CISCO3745	JMX0822L38Z	365	8x5xNBD (SNT)	Bay Terrace	25	\$ 264.00
30	CISCO3745	JMX0822L39D	365	8x5xNBD (SNT)	Laurelton	29	\$ 264.00
31	CISCO3745	JMX0822L396	365	8x5xNBD (SNT)	Richmond Hill	27	\$ 264.00
32	CISCO3745	JMX0822L37F	365	8x5xNBD (SNT)	Glendale	24	\$ 264.00
33	CISCO3745	JMX0822L33W	365	8x5xNBD (SNT)	Jamaica, NY		\$ 264.00
34	CISCO3745	JMX0822L331	365	8x5xNBD (SNT)	South Ozone Park	27	\$ 264.00
35	CISCO3745	JMX0822L37Y	365	8x5xNBD (SNT)	Roundale	29	\$ 264.00
36	CISCO3745	JMX0822L36Y	365	8x5xNBD (SNT)	Jamaica, NY		\$ 264.00
37	CISCO3745	JMX0822L33M	365	8x5xNBD (SNT)	Windsor Park	26	\$ 264.00
38	CISCO3745	JMX0822L36K	365	8x5xNBD (SNT)	Wilkesborough	25	\$ 264.00
39	CISCO3745	JMX0822L37B	365	8x5xNBD (SNT)	Lefferts City	28	\$ 264.00
40	CISCO3745	JMX0822L33A	365	8x5xNBD (SNT)	South Jamaica	28	\$ 264.00
41	CISCO3745	JMX0822L335	365	8x5xNBD (SNT)	Wilcrest	28	\$ 264.00
42	CISCO3745	JMX0822L32I	365	8x5xNBD (SNT)	Wilkesborough	25	\$ 264.00
43	CISCO3745	JMX0822L38L	365	8x5xNBD (SNT)	Perimeter	25	\$ 264.00
44	CISCO3745	JMX0822L36A	365	8x5xNBD (SNT)	Middle Village	24	\$ 264.00
45	CISCO3745	JMX0822L399	365	8x5xNBD (SNT)	Ozone Park	27	\$ 264.00
46	CISCO3745	JMX0822L39B	365	8x5xNBD (SNT)	Woodhaven	27	\$ 264.00
47	CISCO3745	JMX0822L395	365	8x5xNBD (SNT)	Holms	29	\$ 264.00
48	CISCO3745	JMX0822L38Y	365	8x5xNBD (SNT)	Jamaica, NY		\$ 264.00
49	CISCO3745	JMX0822L38C	365	8x5xNBD (SNT)	East Elmhurst	30	\$ 264.00
50	CISCO3745	JMX0822L39C	365	8x5xNBD (SNT)	Farley Park	27	\$ 264.00
51	CISCO3745	JMX0822L37A	365	8x5xNBD (SNT)	Rockdale Village	28	\$ 264.00
52	CISCO3745	JMX0822L38U	365	8x5xNBD (SNT)	New Garden, NY	25	\$ 264.00
53	CISCO3745	JMX0905L07V	365	8x5xNBD (SNT)	East Elmhurst	30	\$ 264.00
54	CISCO3745	JMX0905L077	365	8x5xNBD (SNT)	North Hills	30	\$ 264.00

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Solid Systems CAD Services, Inc.

55	CISCO3745	JMX0905LC8E	365	8x5xNBD (SNT)	Ridgewood	24	\$	264.00
56	CISCO3745	JMX0905LC7N	365	8x5xNBD (SNT)	Corona	24	\$	264.00
57	CISCO3745	JMX0905LC4T	365	8x5xNBD (SNT)	Jamaica, NY		\$	264.00
58	CISCO3745	JMX0905LC4U	365	8x5xNBD (SNT)	Jamaica, NY		\$	264.00
59	CISCO3745	JMX0905LC4V	365	8x5xNBD (SNT)	Jamaica, NY		\$	264.00
60	CISCO3745	JMX0905LC4Z	365	8x5xNBD (SNT)	Jamaica, NY		\$	264.00
61	CISCO3745	JMX0905LC4Q	365	8x5xNBD (SNT)	Jamaica, NY		\$	264.00
62	CISCO3745	JMX0905LC64	365	8x5xNBD (SNT)	North Forest Park	28	\$	264.00
63	CISCO3745	JMX0905LC7S	365	8x5xNBD (SNT)	Court Square	30	\$	264.00
64	CISCO3745	JMX0905LC8Y	365	8x5xNBD (SNT)	Jamaica, NY		\$	264.00
65	CISCO3745	JMX0905LC7E	365	8x5xNBD (SNT)	Douglaston	26	\$	264.00
66	CISCO3745	JMX0905LC7R	365	8x5xNBD (SNT)	Bellerose	26	\$	264.00
67	CISCO3745	JMX0808LC361	365	8x5xNBD (SNT)	Raveswood		\$	264.00
68	CISCO3745	JMX0905LC7R	365	8x5xNBD (SNT)	Queensboro Hall		\$	264.00

Switches							SSCS Annual Maintenance by Requested Support Level:
Item#	Part#	Serial#	# Days	Support	Location	SD	
1	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Jamaica, NY		\$ 315.00
2	WS-C3750E-48PD-SF	FD01522Y040	365	8x5xNBD (SNT)	Jamaica, NY	30	\$ 315.00
3	WS-C3750E-48PD-SF	FD01522Y3P5	365	8x5xNBD (SNT)	Auburndale	26	\$ 315.00
4	WS-C3750E-48PD-SF	FD01522Y3N1	365	8x5xNBD (SNT)	Baileys Park	27	\$ 315.00
5	WS-C3750E-48PD-SF	FD01522Y31W	365	8x5xNBD (SNT)	Bay Terrace	25	\$ 315.00
6	WS-C3750E-48PD-SF	FD01522Y1R2	365	8x5xNBD (SNT)	Jamaica, NY		\$ 315.00
7	WS-C3750E-48PD-SF	FD01522Y3AK	365	8x5xNBD (SNT)	Deerpark	26	\$ 315.00
8	WS-C3750E-48PD-SF	FD01522Y3RP	365	8x5xNBD (SNT)	Brentwood	28	\$ 315.00
9	WS-C3750E-48PD-SF	FD01518Y0C7	365	8x5xNBD (SNT)	Broadway	30	\$ 315.00
10	WS-C3750E-48PD-SF	FD01522Y3RM	365	8x5xNBD (SNT)	Jamaica, NY		\$ 315.00
11	WS-C3750E-48PD-SF	FD01522Y3N5	365	8x5xNBD (SNT)	Jamaica, NY		\$ 315.00
12	WS-C3750E-48PD-SF	FD01522Y0G5	365	8x5xNBD (SNT)	Jamaica, NY		\$ 315.00
13	WS-C3750E-48PD-SF	FD01522Y0G6	365	8x5xNBD (SNT)	Jamaica, NY		\$ 315.00
14	WS-C3750E-48PD-SF	FD01522Y3PN	365	8x5xNBD (SNT)	Jamaica, NY		\$ 315.00
15	WS-C3750E-48PD-SF	FD01522Y0HA	365	8x5xNBD (SNT)	East Elmhurst	30	\$ 315.00
16	WS-C3750E-48PD-SF	FD01522Y3P4	365	8x5xNBD (SNT)	Court Square	30	\$ 315.00
17	WS-C3750E-48PD-SF	FD01522Y3PT	365	8x5xNBD (SNT)	Douglaston	26	\$ 315.00
18	WS-C3750E-48PD-SF	FD01522Y0HA	365	8x5xNBD (SNT)	Jamaica, NY		\$ 315.00
19	WS-C3750E-48PD-SF	FD01518Y0C2	365	8x5xNBD (SNT)	Jamaica, NY		\$ 315.00
20	WS-C3750E-48PD-SF	FD01525Y23A	365	8x5xNBD (SNT)	Jamaica, NY		\$ 315.00
21	WS-C3750E-48PD-SF	FD01522Y068	365	8x5xNBD (SNT)	Far Rockaway	27	\$ 315.00
22	WS-C3750E-48PD-SF	FD01522Y3PQ	365	8x5xNBD (SNT)	Jamaica, NY		\$ 315.00
23	WS-C3750E-48PD-SF	FD01522Y3QP	365	8x5xNBD (SNT)	Howard Beach	27	\$ 315.00
24	WS-C3750E-48PD-SF	FD01522Y3LG	365	8x5xNBD (SNT)	Leventon	29	\$ 315.00
25	WS-C3750E-48PD-SF	FD01522Y3LP	365	8x5xNBD (SNT)	Fresh Meadows	26	\$ 315.00
26	WS-C3750E-48PD-SF	FD01522Y06P	365	8x5xNBD (SNT)	Glendale	24	\$ 315.00
27	WS-C3750E-48PD-SF	FD01522Y0GP	365	8x5xNBD (SNT)	Hobbs	29	\$ 315.00
28	WS-C3750E-48PD-SF	FD01522Y05F	365	8x5xNBD (SNT)	Maspeth	24	\$ 315.00
29	WS-C3750E-48PD-SF	FD01518Y0CY	365	8x5xNBD (SNT)	Jackson Heights	30	\$ 315.00
30	WS-C3750E-48PD-SF	FD01522Y3Q2	365	8x5xNBD (SNT)	McGouldrick	25	\$ 315.00
31	WS-C3750E-48PD-SF	FD01522Y05Z	365	8x5xNBD (SNT)	North Forest Park	28	\$ 315.00
32	WS-C3750E-48PD-SF	FD01522Y3LU	365	8x5xNBD (SNT)	Jefferts	27	\$ 315.00
33	WS-C3750E-48PD-SF	FD01522Y3RN	365	8x5xNBD (SNT)	Jamaica, NY		\$ 315.00
34	WS-C3750E-48PD-SF	FD01522Y3MF	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
35	WS-C3750E-48PD-SF	FD01522Y3RJ	365	8x5xNBD (SNT)	Rego Park	28	\$ 315.00
36	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Bunnville	24	\$ 315.00
37	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Monticello	24	\$ 315.00
38	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
39	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
40	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
41	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
42	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
43	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
44	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
45	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
46	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
47	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
48	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
49	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
50	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
51	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
52	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
53	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00
54	WS-C3750E-48PD-SF	FD01522Y0G1	365	8x5xNBD (SNT)	Long Island City	30	\$ 315.00

QGPL Service Agreement (Network Hardware Maintenance)

Solid Systems CAD Services, Inc.

22/04/2016

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55	WS-C3750E-48PD-SF	FDO1522YQ4X	365	8x5xNBD (SNT)	Stenway	30	\$	315.00
56	WS-C3750E-48PD-SF	FDO1522Y3NZ	365	8x5xNBD (SNT)	Jamaica, NY		\$	315.00
57	WS-C3548-XL-EN	FAB0602P1F5	365	8x5xNBD (SNT)	Jamaica, NY		\$	108.00
58	WS-C3548-XL-EN	FAB0602P1GV	365	8x5xNBD (SNT)	Jamaica, NY		\$	108.00
59	WS-C3548-XL-EN	FAB0602UOCT	365	8x5xNBD (SNT)	Jamaica, NY		\$	108.00
60	WS-C3548-XL-EN	FAB0602W5DX	365	8x5xNBD (SNT)	Kew Gardens Hills	25	\$	108.00
61	WS-C3548-XL-EN	FAB0602W5FB	365	8x5xNBD (SNT)	Jamaica, NY		\$	108.00
62	WS-C3548-XL-EN	FAB0603POVS	365	8x5xNBD (SNT)	Broadway	30	\$	108.00
63	WS-C4506-E	FOX1526GF65	365	8x5xNBD (SNT)	Washington Heights		\$	405.00
64	WS-C4506-E	SPE1642010N	365	8x5xNBD (SNT)	Glen Oaks		\$	405.00
65	WS-C4506-E	FOX1526GF65	365	8x5xNBD (SNT)	BaySide		\$	405.00

ATTACHMENT C -ACKNOWLEDGEMENT OF ADDENDA

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

Part I

Listed below are the dates of issue for each Addendum received in connection with this IFB:

Addendum # 1, Dated	_____ , _____
Addendum # 2, Dated	_____ , _____
Addendum # 3, Dated	_____ , _____
Addendum # 4, Dated	_____ , _____
Addendum # 5, Dated	_____ , _____
Addendum # 6, Dated	_____ , _____
Addendum # 7, Dated	_____ , _____
Addendum # 8, Dated	_____ , _____
Addendum # 9, Dated	_____ , _____
Addendum # 10, Dated	_____ , _____

Part II Acknowledgement of No Receipt

 X No Addendum was received in connection with this Solicitation

Part III

Bidder's Name Solid Systems CAD Services, Inc

Bidder's Authorized Representative:

Name Mark Havens Title Vice President of Sales and Marketing

Signature:  Date: March 7, 2016

ATTACHMENT D

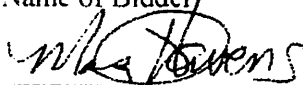
Queens Borough Public Library
89-11 Merrick Boulevard, Jamaica, New York 11432

REFERENCES

Contractor to furnish three references for work of the same general character as that specified herein:

1. <u>Solvay</u>	<u>Mark Wittig</u>	<u>713-525-4152</u>
Name of Firm	Contact	Telephone
2. <u>Quest Diagnostics</u>	<u>John T. Muller</u>	<u>201-729-7832</u>
Name of Firm	Contact	Telephone
3. <u>Toyota Motor Eng & Mfg N.A.</u>	<u>Keith Turpin</u>	<u>734-695-5719</u>
Name of Firm	Contact	Telephone

Contractor to furnish name of bank or other financial institution as reference to the financial responsibility of the bidder:

<u>Post Oak Bank</u>	<u>Norma Skowronek</u>	<u>713-439-3982</u>
Name of Firm	Contact	Telephone
<u>14770 NW Freeway, Houston, Texas 77040</u>	<u>/713-439-3982</u>	<u>/713-460-4739</u>
Address	Telephone	FAX
<u>Solid Systems CAD Services, Inc.</u>	<u>March 2, 2016</u>	
Company Name	Date	
<u>Mark Havens</u>	<u>Vice President of Sales & Marketing</u>	
Name of Bidder	Title	
		
Signature of Bidder		

ATTACHMENT E

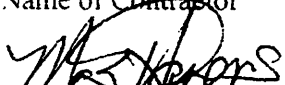
Queens Borough Public Library
89-11 Merrick Boulevard, Jamaica, New York 11432

HOLD HARMLESS CERTIFICATE

Solid Systems CAD Services, Inc. (hereby known as the contractor) agrees to defend at its own risk and expense any and all suits, actions, or legal proceedings which may be brought or instituted against the Queens Borough Public Library, its employees, and affiliates, and the Queens Borough Public Library Board of Trustees, and its officers, for any such claim, demand, or cause of action, and the contractor shall pay and satisfy any judgment or decree which may be rendered against the Queens Borough Public Library, its agents, officers, or employees in any such suit, action, or other legal proceeding, for anything related to the (contract, products or services).

If the persons or property of the Queens Borough Public Library and of others sustain loss, damage or injury resulting from the negligence or carelessness of the contractor, or its subcontractors, in the performance of the contract and including any loss, damage or injury resulting from the use of equipment belonging to the contractor or from the failure to comply with any of the provisions of this contract or of law, the contractor shall indemnify and hold the Queens Borough Public Library and The Library Board of Trustees, harmless for any and all claims and judgments and damages and from costs and expenses to which the Queens Borough Public Library may be subjected or which it may suffer or incur by reason thereof.

The contractor warrants that it is in full compliance with all laws, rules and regulations of duly constituted governmental bodies concerning all the contractor's employees, as are employees of its subcontractors, including but not limited to Workers' Compensation and Social Security Laws, and agrees to indemnify and hold harmless the Queens Borough Public Library, their directors, officers, employees from all claims, expenses, actions, including legal costs and attorney's fees, and damages which arise by reason of failure to comply with same.

<u>Solid Systems CAD Services</u>	<u>March 7, 2016</u>	
Company Name	Date	
<u>4801 Milwee, Houston, Texas 77092</u>	<u>713-680-2255</u>	<u>713-680-0605</u>
Address	Telephone	FAX
<u>Mark Havens</u>	<u>Vice President of Sales & Marketing</u>	
Name of Contractor	Title	
<u></u>		
Signature of Bidder		

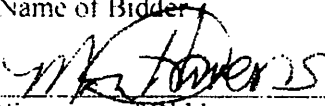
ATTACHMENT F

Queens Borough Public Library
89-11 Merrick Boulevard, Jamaica, New York 11432

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the bid opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

<u>Solid Systems CAD Service</u>	<u>March 7, 2016</u>
Company Name	Date
<u>4801 Milwee, Houston, Texas 77092</u>	<u>/ 713-680-2255 / 713-680-0605</u>
Address	Telephone FAX
<u>Mark Havens</u>	<u>Vice President of Sales & Marketing</u>
Name of Bidder	Title
	
Signature of Bidder	


ATTACHMENT G

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies that the respondent (ii) has read and understands the scope and requirements of this project, as described in the Solicitation and all attachments; (ii) has the capacity to execute this project; (iii) agrees to accept payment in accordance with the requirements of this IFB and the Library's standard Fee and Payment Terms; and (iv) will, if its Bid is accepted, enter into an Agreement with the Queens Borough Public Library.

The undersigned further stipulates that the information in this BID is, to the best of knowledge and belief, true, and accurate.

Solid Systems CAD Services, Inc.
Name of Firm

By: 
Signature of Partner or Corporate Officer

March 7, 2016
Date

Mark Havens
Print Name

Vice President of Sales & Marketing
Title

713-680-2255 / 713-680-0605
Telephone / Fax #'s

76-0255712
EIN #

4801 Milwee, Houston, Texas 77092
Address

Mark_havens@sscs.com
E-mail address